



# भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित  
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नई दिल्ली, जून 1—जून 7, 2025, शनिवार/ज्येष्ठ 11—ज्येष्ठ 17, 1947  
NEW DELHI, JUNE 1—JUNE 7, 2025, SATURDAY/JYAISTHA 11—JYAISTHA 17, 1947

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय  
(राजस्व विभाग)

अधिसूचना

नई दिल्ली, 3 जून, 2025

का.आ. 908.— केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के केन्द्रीय अप्रत्यक्ष कर एवं सीमाशुल्क बोर्ड के अधीन केन्द्रीय माल और सेवाकर (अपील) आयुक्तालय, देहरादून, कार्यालय जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा.सं. ई-11017/3/2017- हिन्दी-2-अधिसूचना]

प्रीति सेलारे. उप निदेशक (रा.भा.)

**MINISTRY OF FINANCE**

(Department of Revenue)

**NOTIFICATION**

New Delhi, the 3rd June, 2025

**S.O. 908.**—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government, hereby notifies, the Central Goods & Service Tax (APPEALS), Commissionerate DEHRADUN, office under Central Board of Indirect Taxes and Customs, Department of revenue where more than 80% staff has acquired the working knowledge of Hindi.

[F.No. E-11017/3/2017- Hindi-2-Notification]

PREETI SELLARE, Dy Director (OL)

नई दिल्ली, 4 जून, 2025

**का.आ. 909.**—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के केन्द्रीय अप्रत्यक्ष कर एवं सीमाशुल्क बोर्ड के अधीन केन्द्रीय वस्तु एवं सेवा कर, पुणे II आयुक्तालय, कार्यालय जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा.सं. ई-11017/3/2017- हिन्दी-2-अधिसूचना]

प्रीति सेलारे. उप निदेशक (रा.भा.)

New Delhi, the 4th June, 2025

**S.O. 909.**—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government, hereby notifies, the Central Goods & Service Tax, Pune-II Commissionerate office under Central Board of Indirect Taxes and Customs, Department of revenue where more than 80% staff has acquired the working knowledge of Hindi.

[F.No. E-11017/3/2017- Hindi-2-Notification]

PREETI SELLARE, Dy Director (OL)

नई दिल्ली, 4 जून, 2025

**का.आ. 910.**—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के केन्द्रीय अप्रत्यक्ष कर एवं सीमाशुल्क बोर्ड के अधीन आयुक्त सीमा शुल्क (लेखा परीक्षा) मुंबई का कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा.सं. ई-11017/3/2017- हिन्दी-2-अधिसूचना]

प्रीति सेलारे. उप निदेशक (रा.भा.)

New Delhi, the 4rd June, 2025

**S.O. 910.**—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government, hereby notifies, **OFFICE OF THE COMMISSIONER OF CUSTOMS (AUDIT) MUMBAI** under Central Board of Indirect Taxes and Customs, Department of revenue where more than 80% staff has acquired the working knowledge of Hindi.

[F.No. E-11017/3/2017- Hindi-2-Notification]

PREETI SELLARE, Dy Director (OL)

**विदेश मन्त्रालय**

(सी.पी.वी.)

नई दिल्ली, 29 मई, 2025

**का.आ. 911.**—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, सरकार भारत के दूतावास, वाशिंगटन डी सी में श्री मनीष गुप्ता, सहायक अनुभाग अधिकारी, को मई 29, 2025 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा.सं. टी.4330/01/2025(25)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

**MINISTRY OF EXTERNAL AFFAIRS**

(CPV Division)

New Delhi, the 29th May, 2025

**S.O. 911.**—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Sh. Manish Gupta, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Washington DC to perform the consular services as Assistant Consular Officer with effect from May 29, 2025.

[F.No. T.4330/01/2025 (25)]

S.R.H FAHMI, Director (CPV)

नई दिल्ली, 29 मई, 2025

**का.आ. 912.**— राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, सरकार भारत का प्रतिनिधि कार्यालय, अल्माटी में श्री सचिन्द्र मोहन मिश्रा, सहायक अनुभाग अधिकारी को दिनांक मई 29, 2025 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा.सं. टी.4330/01/2025(26)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

New Delhi, the 29th May, 2025

**S.O. 912.**—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Mr. Sachindra Mohan Mishra, Assistant Section Officer as Assistant Consular Officer in the Representative Office of India, Almaty to perform the consular services as Assistant Consular Officer with effect from May 29, 2025.

[F.No. T.4330/01/2025 (26)]

S.R.H FAHMI, Director (CPV)

**स्वास्थ्य और परिवार कल्याण मंत्रालय**  
**(दंत शिक्षा अनुभाग)**  
नई दिल्ली, 15 मई, 2025

**का.आ. 913.**— दंत चिकित्सक अधिनियम 1948 (1948 का 16) की धारा 10 की उपधारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय दंत परिषद के परामर्श के बाद, एतद्वारा, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :-

श्री औरोबिंदो कॉलेज ऑफ डेंटिस्ट्री, इंदौर (मध्य प्रदेश) के बीडीएस छात्रों के संबंध में श्री औरोबिंदो विश्वविद्यालय, इंदौर (मध्य प्रदेश) द्वारा प्रदान की गई दंत डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 154 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, नामतः:

श्री औरोबिंदो कॉलेज ऑफ डेंटिस्ट्री, इंदौर (मध्य प्रदेश)	
बैचलर ऑफ डेंटल सर्जरी (06.12.2024 को या उसके बाद स्वीकृत 100 सीटों के साथ)	बीडीएस, श्री औरोबिंदो विश्वविद्यालय, इंदौर (मध्य प्रदेश)

[फा.सं. वी.12017/15/2025-डीई]

अमित कुमार, अवर सचिव

**MINISTRY OF HEALTH AND FAMILY WELFARE**  
**(DENTAL EDUCATION SECTION)**

New Delhi, the 15th May, 2025

**S.O. 913.**—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 154, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Sri Aurobindo University, Indore (Madhya Pradesh)** in respect of BDS students of **Sri Aurobindo College of Dentistry, Indore (Madhya Pradesh)** the following entries shall be inserted, namely:

Sri Aurobindo College of Dentistry, Indore (Madhya Pradesh)	
Bachelor of Dental Surgery (With 100 seats if granted on or after 06.12.2024)	BDS, Sri Aurobindo University, Indore (Madhya Pradesh)

[F.No. V.12017/15/2025-DE]

AMIT KUMAR, Under Secy.

**श्रम एवं रोजगार मंत्रालय**  
**अधिसूचना**

नई दिल्ली, 28 मई, 2025

**का.आ. 914.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक (विलय के बाद सिंडिकेट बैंक) के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 दिल्ली के पंचाट (129/2022, 130/2022) प्रकाशित करती है।

[फा.सं. एल - 39025/01/2025- आई आर (बी-II)-11]

सलोनी . उप. निदेशक

## MINISTRY OF LABOUR

## NOTIFICATION

New Delhi, the 28th May, 2024

**S.O. 914.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.139/2022, 130/2022) of the *Cent.Govt.Indus. Tribunal-cum-Labour Court No -II Delhi* as shown in the Annexure, in the industrial dispute between the management of Canara Bank (Syndicate Bank After Merger) and their workmen.

[F.No. L-39025/01/2025– IR(B-II)-11]

SALONI, Dy Director

**BEFORE CENTRAL GOVERNMENT INDUTRIAL TRIBUNAL – CUM – LABOUR COURT-II, NEW DELHI****I.D. NO. 129/2022****Sh. Aroon Kumar, S/o Sh. Kailash,****R/o-** Village- Banpur Lalit Pur, District-Lalipur,  
Uttar Pradesh-284402.**I.D. NO. 130/2022****Sh. Sushil Kumar, S/o Sh. Kailash Narayan,****R/o-** Village- Banpur Lalit Pur, District-Lalipur,  
Uttar Pradesh-284402.

## VERSUS

1. **The General Manager, Canara Bank,**  
**(Syndicate Bank After Merger),**  
Head Office: 112, J.C. Road, PB No.-6684,  
Bangalore, Karnataka- 560002.
2. **Canara Bank,**  
Surajmal Vihar Branch, Atintic Plaza,  
08 A LSC (DDA), Surajmal Vihar, New Delhi-110092.
3. **World Wide Security Organisation,**  
B-06/66, Bearing NO. B-06/66, Situated,  
At Safdarjung Enclave, New Delhi-110029.

## AWARD

1. By this composite order, I shall dispose of these two applications of **U/S 2A of the Industrial Disputes Act (herein after referred as an Act)** filed by the different claimants against the same respondents, because of having the common respondents and same cause of action, these cases are taken together for deciding these cases.

2. Claimants in their claim statements had stated that they were appointed by the management at the post of Security Guard since 07.08.2018 and 10.05.2019 at the last drawn salary Rs. 14,698/- per month respectively. They were working under the supervision and control of M-1 & 2. The M-1 & 2 is the Principle employer of M-3. They did their duty without any default /complaint and obey their duty and orders of the management with full honesty and sincerity. M-1 & 2 had not provided legal documents i.e. EPF Slip, Attendance register, Casual Slip, Wage register to workman. They continuously demanded for legal benefits but the managements did not pay attention on the genuine demand of workmen. Managements had started unnecessary harassment to workmen and that the managements had not paid complete wages since 07.08.2018 to 15.09.2021. Thereafter, managements had orally illegally terminated the services of the workmen on 15.09.2021 respectively without any domestic enquiry, without adopting industrial dispute Act rules & procedure. When they had approached the management's office getting to job and their total legal dues of Rs. 5,77,960/- and Rs. 4,04,116/- respectively, managements had not released their legal dues nor provided to their job. Termination of the services of the workmen on dated 15.09.2021 is totally illegal, bad and unjust.

Management had violated the provision of Section 25 F and G of the ID Act, 1947. Hence, they filed the present claims with the prayer that they be reinstated with full back wages.

3. M-1 & 2 had filed its WS, denying the averments made in their statements of claim. They submit that the claimants were never employed by the M-1 & 2 therefore, the present claim petition is not maintainable and is liable to be rejected.

4. M-3 had filed its WS, denying the averment made in their statements of claim. He stated that claimants are not a workmen as defined U/s 2 (s) of the ID Act, 1947. As a part of their profile, claimants used to supervise other employees, taking him out of ambit of Section 2 (s) of the ID Act and therefore, the present claim deserves to be rejected. He submitted that claimants have suppressed the fact that on 01.02.2022, these claimants entered into a full and final settlement with the Respondent-3, regarding their employment and received sum of Rs. 87,750/- and 1,05,750/- respectively through cheque. Claimants have not mentioned the fact of this full and final settlement in their statement of claims, and have not come to this Hon'ble Tribunal with clean hands. As a result, the claims of the claimants deserve to be dismissed.

5. Now, these matters are listed for filing of rejoinder. However, for so many dates, workmen have not been appearing inspite of providing a number of opportunities to substantiate their claims.

6. In these circumstances, when claimants are not interested in pursuing their claims, this tribunal has no option except to pass the no dispute award. No Dispute Awards are passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room. A copy of this award is placed in each of the file.

ATUL KUMAR GARG, Presiding Officer

Date: 03.04.2025

नई दिल्ली, 29 मई, 2025

**का.आ. 915.—** औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इ सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण -सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 28/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2025 को प्राप्त हुआ था।

[फा.सं. एल. 22012/63/2021-आई.आर.सी.-एम-II]

मणिकंदन.एन. उप. निदेशक

New Delhi, the 29th May, 2025

**S.O. 915.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 28/2021**) of **the Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and **their workmen** received by the Central Government on **18/05/2025**

[F.No. L-22012/63/2021- IR (CM-II)]

MANIKANDAN. N, Dy. Director

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.**

**PRESENT:** Shri Ananda Kumar Mukherjee,  
Presiding Officer,  
C.G.I.T-cum-L.C., Asansol.

**REFERENCE CASE NO. 28 OF 2021**

**PARTIES:** Nebu Kora

**Vs.**

Management of Khas Kajora Colliery, ECL

**REPRESENTATIVES:**

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Das, Advocate.

**INDUSTRY:** Coal.**STATE:** West Bengal.**Dated:** 25.04.2025**AWARD**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/63/2021-IR(CM-II)** dated 10.12.2021 has been pleased to refer the following dispute between the employer, that is the Management of Khas Kajora Colliery under Kajora Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

**THE SCHEDULE**

*“ Whether the action of the Management of Khas Kajora Colliery, Kajora Area, M/s. E.C.Ltd. in non-reinstatement in service of Sri Nebu Kora, Ex-U.G.Loader, U.M. No. 118957 is justified or not? If not, what relief the workman is entitled to? ”*

1. On receiving Order **No. L-22012/63/2021-IR(CM-II)** dated 10.12.2021 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 10.12.2021 / 01.07.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. The President of Koyala Mazdoor Congress on behalf of Nebu Kora and the management of Khas Kajora Colliery under Kajora Area of Eastern Coalfields Limited (hereinafter referred to as ECL) filed their respective written statement on 06.01.2023. In gist, the fact of the union's case is that Nebu Kora was employed as Underground Loader at Khas Kajora Colliery, with U.M. No. 118957. He was appointed on 17.07.1995 and was unable to perform his job and fell ill as the underground working condition was hazardous. He was under medical treatment from 30.09.1995. After recovery from illness, he went to join his duty but the management of ECL issued a Charge Sheet against him on 17.04.1996 for his absence from 04.10.1995. Nebu Kora submitted a reply against the Charge Sheet disclosing that he was unable to work due to illness and was treated at the Colliery and thereafter under private practitioner at Kajoragram. The workman submitted his treatment papers to the management along with the reply to the Charge Sheet. Management initiated a domestic enquiry against the workman in which he participated. According to the union the period of his absence from duty was six months and twelve days due to illness and the employee had worked only for fifty-one (51) days before he became ill. It is asserted that there was no charge of habitual absence against the workman and it was the first Charge Sheet issued against him for unauthorized absence and in a disproportionate way highest punishment of dismissal was awarded. It is further contented that management did not issue any second Show Cause Notice to the workman before his dismissal as such the punishment awarded is arbitrary

and liable to be set aside. Union has prayed for setting aside the order of dismissal bearing No. KA:PM:C-6:10:3347/8989 dated 22/23.12.1997. It is inter-alia contended that the management entered into a Memorandum of Settlement before the Regional Labour Commissioner (Central), Asansol on 22.05.2007 in which management agreed to consider all mercy petitions of the dismissed employees if their period of absence from duty was less than nine (9) months and were up to forty-five (45) years of age at the time of dismissal. It is urged that the dismissed workman who was well within the said age group and fulfilled the other condition should be reinstated in service. According to the dismissed workman the Enquiry Officer did not give adequate opportunity to the workman to represent his case and violated the principles of natural justice by not allowing the co-worker to participate in the enquiry. It is further prayed that Nebu Kora should be allowed to join his duty with payment of back wages and all other consequential benefits.

3. Management contested the case against Nebu Kora by filing their written statement. Management claimed that Nebu Kora worked only for 51 days and thereafter he remained absent from 04.10.1995 to 04.05.1996 for more than seven months without any information or permission of the employer company. Charge Sheet was accordingly issued against him bearing No. KKC/P&IR/C-6/19/96 dated 17.04.1996 under Clause 17(i)(n) of Model Standing Orders applicable to the coal mining industry at that time. A domestic enquiry was held against the workman, who participated along with his co-worker. The enquiry was held on 14.05.1996 following principles of natural justice and full opportunity was given to the workman to defend himself. The charge levelled under Clause 17(i)(n) of Model Standing Orders was proved against the workman. On the basis of the findings of the Enquiry Officer, the General Manager of Kajora Area vide order no. KA:PM:C-6:10:3347/8989 dated 22/23.12.1997 dismissed the workman from service. It is the case of the management that absenteeism is a serious offence and it hampers the work of the employer as well as production process. Further case of the management is that the instant dispute against dismissal was raised before the Assistant Labour Commissioner (Central), Raniganj at Durgapur in the year 2018 i.e., more than 21 years from the date of dismissal of the workman who worked for only 51 days and it has been referred to this Tribunal in the year 2021 i.e., after passage of 24 years. Therefore, the dispute has no merit for consideration. Referring to Section 2A of the Industrial Disputes Act, 1947, read with amendment Act of 2010 it is stated that the workman was entitled to raise a dispute regarding his termination before the expiry of a period of 3 years from the date of said termination. In the instant case the workman has raised the dispute after lapse of long twenty-one years, hence he is not entitled to any relief. Referring to a decision of the Hon'ble High Court at Calcutta in the case of **Smt. Swapna Adhhikari vs The State of West Bengal and Others [Writ Petition No. 22991(W) of 2013]**, management urged that the High Court in the judgement dated 20.03.2014 observed that with the amendment of Section 2A by the Industrial Dispute Amendment Act, 2010 (Act 24 of 2010), the Section 10(1) of the Act stands abridged and laid down as follows :

*“ in respect of all cases as specified in Section 2A, the period stands abridged now even in a proceeding under Section 10 of the Industrial Disputes Act by reason of amendment to Section 2A and the said period of limitation would apply in proprio vigore.”*

Management contended that in view of the judgement the dispute did not exist for a period of twenty-one years and the punishment awarded against the ex-workman is proportionate and in no way an arbitrary decision on the part of the management. Management urged that the dismissed workman is not entitled to any relief.

4. Shri Nebu Kora has been examined as Workman Witness No. 1. He filed an affidavit-in-chief reiterating his case stated in the written statement. The following documents have been admitted on behalf of the union :



- (i) Copy of the Charge Sheet dated 17.04.1996 has been produced as Exhibit W-1.
- (ii) Copy of the reply to the Charge Sheet, as Exhibit W-2.
- (iii) Copy of the application of Nebu Kora submitted before the Manager of Khas Kajora Colliery, to allow him to join his duty, as Exhibit W-3.
- (iv) Copy of three medical prescriptions and one fitness certificate issued by Dr. R. R. Paul of Kajora Bazar have been marked as Exhibit W-4, W-4/1, W-4/2 and W-4/3.
- (v) Copy of the Note Sheet dated 27.05.1996 proposing dismissal by the General Manager, as Exhibit W-5.
- (vi) Copy of letter dated 12.11.1997 issued by the Personnel Manager, Kajora Area addressed to the Agent, Khas Kajora Colliery asking him to finalize the case relating to absenteeism, as Exhibit W-6.
- (vii) Copy of the letter dated 17.11.1997 issued by the Agent, Khas Kajora Colliery in reply to Exhibit W-6, as Exhibit W-7.
- (viii) Copy of the letter of dismissal dated 22/23.12.1997 issued by the General Manager, Kajora Area, as Exhibit W-8.

5. In cross-examination the workman deposed that after his appointment he worked only for two months, thereafter he remained absent from duty till issuance of Charge Sheet. His evidence reveals that he did not receive any medical treatment from the Colliery Hospital nor did he inform the management about his illness or the reason of his absence.

6. Management examined Mr. Proloy Dasgupta, Manager (Personnel), Khas Kajora Colliery as Management Witness No. 1. Witness stated that the concerned workman remained absent from duty from 04.10.1995 to 04.05.1996, for a period of seven months without information and permission of the Competent Authority. Charge Sheet was issued to the workman under Clause 17(i)(n) of Model Standing Orders. The workman submitted his reply on 25.04.1996. The matter was thereafter referred for domestic enquiry, in which the workman participated accompanied by co-worker. The enquiry was held on 14.05.1996 and charge was proved against Nebu Kora. The General Manager, Kajora Area by his letter dated 22/23.12.1997 dismissed the workman from service. The following documents have been produced by the management in support of their case :

- (i) Copy of the Charge Sheet dated 17.04.1996 has been produced as Exhibit M-1.
- (ii) Copy of the reply to the Charge Sheet, as Exhibit M-2.
- (iii) Copy of the Enquiry Proceeding dated 14.05.1996, as Exhibit M-3.
- (iv) Copy of the Enquiry Report along with findings of the Enquiry Officer, as Exhibit M-4.
- (v) Copy of the letter of termination dated 22/23.12.1997, as Exhibit M-5.

7. It is gathered from the cross-examination the witness that no second Show Cause Notice was issued to the workman and the enquiry was completed on 14.05.1996. A Note Sheet was prepared by which the workman was proposed to be dismissed. The workman submitted a mercy appeal but the same was not considered. Management Witness denied that the punishment of dismissal from service is disproportionate to the nature of misconduct.

8. The matter in controversy in this case is whether the management of Khas Kajora Colliery is justified in not reinstating Nebu Kora in service and to what relief the workman is entitled to? In order to consider the scheduled

Industrial Dispute it is necessary to find out if the dismissal of Nebu Kora was justified. The relief of reinstatement is contingent to the finding as to whether the dismissal of the concerned workman is legal and justified?

9. It transpires from the pleadings of the parties as well as affidavit-in-chiefs of Nebu Kora and Mr. Proloy Dasgupta that the workman was appointed in the service of the company on 17.07.1995 as an Underground Loader. After working for only fifty-one days the workman absented from duty from 04.10.1995 till issuance of the Charge Sheet on 17.04.1996. The workman was found absent without authorization by the management for long seven months. He did not have the primary responsibility to inform the management about the reason of his absence from duty. The management was kept in the dark about absence of the workman. Admittedly, a Charge Sheet was issued against the workman under Clause 17(i)(n) of the Model Standing Orders for unauthorized absence from duty for more than ten days.

10. The workman submitted a reply against the Charge Sheet which has been marked as W-2. In the reply, the workman claimed that he was suffering from severe jaundice and was under the treatment of Dr. R. R. Paul of Kajora Bazar. Medical papers produced by the workman have been marked as Exhibit W-4 series. A Certificate was issued to Nebu Kora to the effect that he was under the treatment of Dr. R.R. Paul from 30.09.1995 to 04.05.1996 for pyrexia with unknown origin followed by recurrent jaundice. The Enquiry Proceeding has been produced by the management as Exhibit M-3. On a perusal of the Enquiry Proceeding, I find that Mr. Sunil Kumar Bhattacharyya was examined as Management Representative and the charge employee was also examined. In his cross-examination the charged employee admitted that he did not take permission nor inform the Competent Authority about his absence from duty. The findings of the Enquiry Officer has been produced as Exhibit M-4. The Enquiry Officer found that the charge against Nebu Kora was proved. Admittedly, no Second Show Cause Notice was issued to the workman and he was dismissed from service by the General Manager, Kajora Area who issued the letter of dismissal bearing No. KA:PM:C-6:10:3347/8989 dated 22/23.12.1997, which has been produced as Exhibit M-5. After dismissal the workman did not file any mercy petition for his reinstatement. Instant Industrial Dispute has been raised on behalf of the workman after lapse of twenty-one (21) years from the date of dismissal of the workman and on failure of conciliation the Industrial Dispute has been referred to this Tribunal after twenty-four (24) years.

11. Learned advocate for the management referred to a decision of the Hon'ble High Court at Calcutta in the case of **Smt. Swapna Adhhikari vs The State of West Bengal and Others [Writ Petition No. 22991(W) of 2013]** and argued that after amendment of the I.D. Act, 1947 in the year 2010, the time limit for raising an Industrial Dispute is three (3) years from the date of termination from service and the Hon'ble High Court held that with the amendment of Section 2A of the Industrial Dispute Amendment Act, 2010 (Act 24 of 2010) the Section 10(1) of the Act also stands abridged and the period of limitation of three years should be counted. On going through the said decision I find that the Hon'ble High Court held that :

*“ However, in respect of all cases as specified in Section 2A, the period stands abridged now even in a proceeding under Section 10 of the Industrial Disputes Act by reason of amendment to Section 2A and the said period of limitation would apply in proprio vigore.”*

12. From the facts and circumstances of the case and the law laid down by the Hon'ble High Court, I find and hold that the Industrial Dispute raised by the union on behalf of Nebu Kora after lapse of 21 years from the date of dismissal is stale and cannot be entertained at this stage. I also find that the management of the company had issued a Charge Sheet against the workman for proper reasons and the Enquiry Officer held the Enquiry Proceeding after providing reasonable opportunity to the charged employee, following the principles of natural justice. A workman is

not found justified in enjoying leave at his own volition without informing the management. It is unreasonable on the part of the workman to remain absent for long seven months without finding time to inform the employer company about his absence until issuance of the Charge Sheet. The Medical Certificate produced for the period from 30.09.1995 to 04.05.1996 (Exhibit W-4) states that Nebu Kora was treated for "Pyrexia" that is 'fever' and jaundice. The certificate is neither supported by treatment papers nor does it specify the period and the nature of illness suffered during such time span. Therefore, such claim of illness is not acceptable. The punishment imposed for long unauthorized absence is also found just and appropriate. Under the facts and circumstances of the case, I find that the workman is not entitled to any relief of reinstatement and the question of payment of back wages and consequential benefits does not arise.

Hence,

**ORDERED**

that the Industrial Dispute is dismissed on contest. The workman, Nebu Kora is not entitled to any relief of reinstatement. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 29 मई, 2025

**का.आ. 916.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इ सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल** के पंचाट (संदर्भ संख्या **18/2022**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **18/05/2025** को प्राप्त हुआ था।

[फा.सं. एल.22012/45/2022-आई.आर.सी-एम-II]

मणिकंदन.एन. उप. निदेशक

New Delhi, the 29th May, 2025

**S.O. 916.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 18/2022**) of **the Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and **their workmen** received by the Central Government on **18/05/2025**

[F.No. L-22012/45/2022- IR (CM-II)]

MANIKANDAN. N, Dy. Director

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.**

**PRESENT:** Shri Ananda Kumar Mukherjee,  
Presiding Officer,  
C.G.I.T-cum-L.C., Asansol.

**REFERENCE CASE NO. 18 OF 2022**

**PARTIES:** Lal Bahadur Saw  
**Vs.**  
Management of Satgram Incline of ECL

**REPRESENTATIVES:**

For the Union/Workman: None.  
For the Management of ECL: Mr. P. K. Das, Advocate.

**INDUSTRY:** Coal.  
**STATE:** West Bengal.  
**Dated:** 28.02.2025

**AWARD**

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/45/2022-IR(CM-II)** dated 12.05.2022 has been pleased to refer the following dispute between the employer, that is the Management of Satgram Incline under Satgram Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

**THE SCHEDULE**

*“ Whether the action of the Management of Eastern Coalfields Ltd. in relation to its Satgram Incline under Satgram Area to recover the amount of Rs. 2,77,491.50 vide order No. ECL/VIG/2020/1179 dated 19/6/2020 and subsequent letter No. GM/SAT/71/2020/237 dated 23/6/2020 in 48 equal monthly installments of Rs. 5781/- w.e.f August, 2020 which was paid to Shri Lal Bahadur Saw, Electrician, U.M. No. 304296, Satgram Incline as House Rent Allowance between August, 2014 to April, 2020 whereas the said management did not make any repairing job till now in NTD Quarters bearing no. NTD-41/36 at New Satgram Colliery where Shri Lal Bahadur Saw residing is legal, fair & justified. If not, what relief Shri Lal Bahadur Saw is entitled to and what directions are necessary in this regard? ”*

1. On receiving Order **No. L-22012/45/2022-IR(CM-II)** dated 12.05.2022 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 18.05.2022 / 01.07.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. P. K. Das, learned advocate appeared for Eastern Coalfields Limited. For ends of justice the case was fixed up on 21.01.2025 for taking step by the union and evidence of workman witness. General Secretary, Colliery Mazdoor Sabha (AITUC), Asansol was absent without step. On repeated calls at 12.50 PM none appeared on behalf of the union. It appears from the record that ample opportunity has been granted to the workman to represent his case properly. Since no evidence is adduced in support of the claim, the Industrial Dispute stands dismissed for default of the workman. Let a No Dispute Award be drawn up.

Hence,

**ORDERED**

that a No Dispute Award be drawn up. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 29 मई, 2025

**का.आ. 917.—** औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इ सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल** के पंचाट (संदर्भ संख्या **21/2023**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **18/05/2025** को प्राप्त हुआ था।

[फा.सं. एल.22012/32/2023-आई.आर.सी-एम-II]

मणिकंदन.एन. उप. निदेशक

New Delhi, the 29th May, 2025

**S.O. 917.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 21/2023**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and **their workmen** received by the Central Government on **18/05/2025**

[F.No. L-22012/32/2023- IR (CM-II)]

MANIKANDAN. N, Dy. Director

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.**

**PRESENT:** Shri Ananda Kumar Mukherjee,  
Presiding Officer,  
C.G.I.T-cum-L.C., Asansol.

**REFERENCE CASE NO. 21 OF 2023**

**PARTIES:** Md. Habib Mia  
**Vs.**  
Management of Khas Kajora Colliery, ECL

**REPRESENTATIVES:**

For the Union/Workman: Jamaluddin Mia, General Secretary, RMBKS.  
For the Management of ECL: Mr. P. K. Das, Advocate.

**INDUSTRY:** Coal.  
**STATE:** West Bengal.  
**Dated:** 18.02.2023

**AWARD**

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/32/2023-IR(CM-II)** dated 31.03.2023 has been pleased to refer the following dispute between the employer, that is the Management of Khas Kajora Colliery under Kajora Area of Mines of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

**THE SCHEDULE**

*“ Whether the action of management of Khas Kajora Colliery, Kajora Area, M/s. E.C.Ltd. in not changing the designation of workman Shri. Md. Habib Mia (U.M. No. 553349) from Boiler Fireman to Fan Operator is legal and justified. If not, what relief the concerned workman is entitled to? ”*

1. On receiving Order No. L-22012/32/2023-IR(CM-II) dated 31.03.2023 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 23 of 2023** was registered on 06.04.2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. The case is fixed up today for evidence of Management Witness. Mr. P. K. Das, learned advocate for Eastern Coalfields Limited along with Mr. Proloy Dasgupta, Management Representative are present. Habib Mia the aggrieved workman is accompanied by Mr. Jamaluddin Mia, union representative. The Industrial Dispute has been raised, claiming regularization of the workman in the post of Fan Operator. It is submitted by the workman that he has already been regularized in the post and now has no grievance.

3. Parties filed a joint petition, signed by the workman, union representative and Mr. Proloy Dasgupta and prayed for disposal of the Industrial Dispute as there is no grievance. Perused the petition. Considered. I find that the dispute has been resolved during pendency of the Reference case, therefore the Reference case is dismissed on consent. Let a No Dispute Award be drawn up.

Hence,

**ORDERED**

that the Industrial Dispute is dismissed on contest. A No Dispute Award be drawn up in the above Reference case. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 29 मई, 2025

**का.आ. 918.—** औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल, के प्रबंधन के संबंधित नियोजन और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह श्रम न्यायालय, जबलपुर केपंचाट (एलसी/आर/42/ 2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2025 को प्राप्त हुआ था।

[फा.सं. एल.22012/18/2019-आई.आर.(सी-एम-II)]

मणिकंदन.एन. उप. निदेशक

New Delhi, the 29th May, 2025

**S.O. 918.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference.LC/R/42/2019) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L, and their workmen, received by the Central Government on 18/05/2025

[F.No. L-22012/18/2019- IR (CM-II)]

MANIKANDAN. N, Dy. Director

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/42/2019****Present: P.K.Srivastava****H.J.S..(Retd)**

**Shri Bhrigu Nath Ram,  
Secretary,  
Bhartiya Vikas Theka Mazdoor Union,  
Add. – Shivraj Hotel, House No. 301 Near Material Gate,  
NTPC Seepat,  
Distt. Bilaspur (CG) - 174001**

**Workman****Vs**

**The Sub Area Manager,  
SECL, Bagdewa UG Mines,  
Korba Area, PO- Katghora,  
Distt. – Korba (CG) - 495445**

**Management****(JUDGMENT)****(Passed on this 11<sup>th</sup> day of April- 2025)**

As per letter dated 13/03/2019 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-22012/18/2019 (IR(CM-II))** dt. 13/03/2019. The dispute under reference relates to:

*“Whether the action taken by the management of Bagdewa Colliery of SECL, Korba Area in inflicting harsher punishment of removal from service in respect of Shri Hori Lal, Ex-Driller of Bagdewa UG Mines on absenteeism ground w.e.f. 28-05-2010 without taking into consideration the more number of years of service left in respect of the above named dismissed employee in the decision making processes espoused by the Secretary, Bhartiya Vikas Theka Mazdoor Union is appropriate and justified?”*

*“Whether the claim for re-instatement in service in respect of Shri Hori Lal, Ex-Driller of Bagdewa UG Mines espoused by the Secretary, Bhartiya Vikas Theka Mazdoor Union is appropriate and justified? If not, what relief Shri Hori Lal the dismissed employee is entitled to?”*

**Notices were issued** to the parties after registering the case on the basis of reference. They appeared and filed their respective statement of defense and claim.

**According to the Workman**, he worked on duty on 04.10.2019 and went home, where he felt ill. He consulted doctor at nearby Health Centre, Kashundra, where he was admitted and was under treatment till 06.02.2010. He had informed about his illness to Management on 08.01.2010. A Departmental Enquiry was instituted against him by Management referred against him, charge of misconduct by way of wilfully absenting himself without intimation to Management and without getting leave sanctioned as well of absence without information. Showing presence of only 109 days in 2007, 46 days in 2008 and 32 days in 2009, a Departmental Enquiry was conducted against him, which was not legally conducted according to him. The charges were wrongly held proved and the punishment awarded was disproportionate to the charge.

**Management took a case that**, the Workman was in the habit of absenting himself from workplace without intimation to Management or without getting leave sanctioned. His attendance was very poor, only 109 days in 2007, 46 days in 2008 and 32 days in 2009 he was issued a charge-sheet and an enquiry was conducted as per law and rules. The Enquiry Officer held the charges proved and a punishment was awarded which is proportionate to the charges.

**Following preliminary issue was framed on the basis of pleadings.**

**1. Whether the Enquiry conducted against the workman is just fair, proper and legal?**

This issue was decided against the Workman holding the Enquiry legal and proper. This order is part of this judgment.

**Following additional issues were framed thereafter :**

1. *Whether charges are proved?*
2. *Whether punishment is proportionate?*

Parties were directed to lead evidences on additional issues. No evidence was adduced by any of the parties.

The Workman did not appear at the stage of argument, I have heard argument of Learned Counsel for Management Mr. Neeraj Kewat and have gone through record.

**Additional Issue No. 1**

**According to the Enquiry proceedings** and proceeding performed by Management, charge against the Workman was misconduct under Clause 26.24 and 26.30 which is habitual absence without reason and unauthorized absence from Workplace without getting any leave sanctioned or information to Management. The Case of the Workman is that he was sick since 05.02.2009 for which he has filed some photocopy document during the enquiry but, there is no justification of his absence for 2007 and 2008 hence, the charges are held to have been rightly proved.

**The additional issue No. 1 is answered accordingly.**

**Additional Issue No. 2 –**

Habitual absence is major misconduct for which punishment of dismissal is permitted in the rules, keeping in view the period of absence in the 3 years as mentioned in the charge, a punishment of dismissal from service cannot be held to be disproportionate to the charge proved.

**Hence, holding the punishment proportionate to the charge, Additional Issue No.2 is answered accordingly.**

On the basis of above discussion and findings the reference is answered as follows.

Holding the action of the Management of Bagdewa Colliery of SECL, Korba Area in awarding punishment of removal from service to Workman Hori Lal w.e.f. 28.05.2010, legal and proper. The Workman is held to no relief.

DATE:- 11/04/2025

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 मई, 2025

**का.आ. 919.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल.के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सह श्रम न्यायालय, जबलपुर केपंचाट (एलसी/आर/23/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2025 को प्राप्त हुआ था।

[फा.सं. एल.22012/173/2011-आई.आर.(सी-एम-II)]

मणिकंदन.एन. उप. निदेशक

New Delhi, the 29th May, 2025

**S.O. 919.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference.LC/R/23/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L, and their workmen, received by the Central Government on 18/05/2025

[F.No. L-22012/173/2011– IR (CM-II)]

MANIKANDAN. N, Dy. Director



**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/23/2012****Present: P.K.Srivastava****H.J.S..(Retd)****Arshad Hussain****S/o. Mohd. Siddique****Ex- Mazdoor, Rehar Gayatri Project****SECL, Bishrampur Area, PO- Ketki****Via Surajpur, District – Surguja (C.G.)****Workman****Versus**

**1. The Chief General Manager  
Bishrampur Area of SECL,  
PO-Bishrampur, Distt.-Surguja (C.G.)**

**2. The Sub-Area Manager  
South Eastern Coalfields Ltd.  
Rehar Gayatri Project  
SECL, Bishrampur Area, PO- Ketki  
Via Surajpur, District – Sarguja (C.G.)**

**Management****(JUDGMENT)****(Passed on this 4<sup>th</sup> day of February-2025)**

As per letter dated 04/01/2012 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947 as per Notification No. L-22012/173/2011/IR(CM-II) dt. 04/01/2012. The dispute under reference relates to:

***“Whether the action of the management of Sub-Area Manager, Rehar Gayatri Jai Nagar Sub Area, SECL, Bishrampur Area, PO- Ketki, Via Surajpur, District – Sarguja (C.G) in removal of Shri Arshad Hussain S/o. Mohd. Siddique, Ex- Casual Mazdoor, from service w.e.f. 16.02.2010 was legal and justified ? To what relief the workman concerned is entitled to ?”***

After registering a case on the basis of the reference, notices were sent to the parties and were served. Parties appeared and file their respective Statement of Claims and Defense.

**According to the workman**, he was first appointed as a labour by management in 1984 and worked till 2010 continuously. He was issued a charge-sheet on 20.04.2009 with an allegation of misconduct committed by him by way of absenting himself without sufficient reason, without informing management and without getting leave sanctioned for the period of 72 days in 2006, 71 days in 2007 and 54 days in 2008. He replied the charges with a case that he was under treatment for this period. As alleged by the Workman in his statement of claim, the departmental enquiry was conducted against statutory provisions of law and justice in which he was not afforded proper opportunity to defend his case and two produces defence, nor was he afforded an opportunity to cross-examine the prosecution witnesses during the enquiry. He was wrongly held guilty for misconduct by the enquiry officer who submitted his enquiry report, holding him guilty for misconduct. The charges were wrongly held proved by Inquiry Officer and the punishment awarded is also disproportionate to the charges. The workman has requested that setting

aside the dismissal order, he be held entitled to reinstatement and be deemed in continuous service also be held entitled to all in service benefits.

Denying the allegations put by the Workman with respect to the departmental enquiry, the management has come up with the case that the Workman was initially appointed in the year 1984 on the post of general mazdoor. He could not complete 190/240 days attendance in any year from the date of first appointment. Hence, could not attain the status of a permanent employee and remained a casual labour. Management has given a list of his attendance from 1996 to 2008 in which the maximum days of his attendance was 120 days in 1998 and the minimum is 46 days in 2003. He was issued several warnings and charge-sheets for his unauthorized absence for the years and was awarded different punishments, detailed in the written statement of defense. He was issued charge-sheet for his poor attendance/ habitual unauthorized absence from work. He took a defense that he could not report due to sickness. The management did not consider his reply to the charge-sheet satisfactory and decided to conduct inquiry. The workman also participated in the inquiry. The Inquiry Officer submitted his report and a show-cause notices was issued by the Disciplinary Authority with a copy of the inquiry report. The workman submitted his reply and thereafter, the punishment of his removal from service was passed, which is not disproportionate to the charge.

Following preliminary issue was framed on the basis of pleadings:-

**1. *Whether the departmental enquiry conducted is legal and proper or not?***

**In evidence**, the workman filed his affidavit as witness in which he correlated his allegations with regards to the departmental enquiry as elaborated earlier. He was cross-examined by management. He filed and proved inquiry documents.

Management examined its witness who was the enquiry officer during the enquiry. He deposed about the enquiry and proved the enquiry papers, including charge sheet issued to the workman, his reply, order of management, instituting enquiry and appointment of enquiry officer as well presenting officer, enquiry papers and proceedings, enquiry report, show cause notice issued by the disciplinary authority on enquiry report, representation of the applicant on enquiry report and punishment order passed by the disciplinary authority.

Preliminary issue was decided vide order dated 23.09.2022 holding the departmental inquiry conducted legal and proper. This order is part of this Award.

Following **additional issues** are framed on the basis of pleadings-

**2. *Whether the charges are proved from the inquiry?***

**3. *Whether the punishment awarded is disproportionate to the charge?***

**4. *Whether the applicant is entitled to any relief?***

Parties were directed to file their evidence on remaining issues in form of documents/affidavit. They did not file any evidence.

I have heard argument of learned Counsel Mr. Rakesh Soni for workman and learned Counsel Mr. Neeraj Kewat for management. I have gone through the record.

**Issue No.-2 :-**

Learned Counsel for management has referred to the enquiry papers, in support of his argument that the charge was rightly held proved by the Enquiry Officer.

Learned Counsel has submitted that the standard of proof required for charge to be proved in a departmental enquiry is not the same as it is in a criminal trial.

The settled proposition of law is that the charges need not be proved beyond reasonable doubt in a departmental enquiry. Following judgments are being referred to in this respect.

*Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255*

*Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, there should be some evidence to prove the charge. Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10, 11, 12 & 13). (ii) M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)*

*In the cases of (i) NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."*

*In the case of T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.*

*In the cases of Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the*

*service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "*

I have gone through the inquiry papers. On perusal of inquiry papers and evidence during inquiry I am of the considered view that the finding of Inquiry Officer regarding proof of charges is based on evidence and by no yardstick, can be held perverse.

Accordingly, upholding the finding of the Inquiry Officer, the charges against the workman are held proved, issue no.-2 is answered accordingly.

**Issue No.-3 :-**

Learned Counsel for management has submitted that integrity and devotion to duty are the core values that have to be maintained by an employee while in service. No employer can afford to have an employee on its rolls who has no integrity or as no devotion for duty left in him.

The settled proposition of law is that the punishment can be interfered by this Tribunal only when it is so disproportionate to the charge that it shocks the conscience of this Tribunal. Following judgments are being referred to in this respect.

Hon'ble Apex Court in *B.C. Chaturvedi v. Union of India*, (1995) 6 SCC 749 while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

*"The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof."*

In *DG, RPF vs. Sai Babu* (2003) 4 SCC 331, Hon'ble Apex Court has observed that:

*"6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works."*

In *United Commercial Bank vs. P.C. Kakkar* (2003) 4 SCC 364 Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

*"11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision."*

12. *To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof."*

In *Union of India vs. S.S. Ahluwalia* (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

"8. .... The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved."

In *State of Meghalaya v. Mecken Singh N. Marak* (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

*"The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.*

Hon'ble Apex Court in *Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad* (2010) 2 SCC (L&S) 101 has observed that

*"The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.*

This extract is taken from *State Bank of Bikaner & Jaipur v. Nemi Chand Nalwaya*, (2011) 4 SCC 584 : (2011) 1 SCC (L&S) 721 : 2011 SCC OnLine SC 416 at page 587

*7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the enquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, courts will not interfere with findings of fact recorded in departmental enquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or finding, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations. (Vide B.C. Chaturvedi v. Union of India [(1995) 6 SCC 749 : 1996 SCC (L&S) 80 : (1996) 32 ATC 44] , Union of India v. G. Ganayutham [(1997) 7 SCC 463 : 1997 SCC (L&S) 1806] , Bank of India v. Degala Suryanarayana [(1999) 5 SCC 762 : 1999 SCC (L&S) 1036] and High Court of Judicature at Bombay v. Shashikant S. Patil [(2000) 1 SCC 416 : 2000 SCC (L&S) 144] .)*

In *Air India Corporation Bombay vs. V.A. Ravellow* 1972 (25) FLR 319 (SC) it has been observed that:

*"Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that*

*discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed.”*

In *Knhaiyalal Agarwal and others vs. Factory Manager, Gwalior Sugar Co. Ltd. AIR 2001 SC 3645* Hon'ble Apex Court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

*“Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved.”*

Charges proved are that the workman impersonated and got employment. He furnished wrong information with regard to his identity in getting employment, this is misconduct under **Clause-26.24 & 26.30 of Certified Standing Orders**, which provide major punishment. This is an act of moral turpitude. Keeping in view the nature and seriousness of the charge proved, the punishment of his dismissal from service cannot be held disproportionate to the charge. Hence, holding the punishment not disproportionate to the charge, issue no.-3 is answered accordingly.

**Issue No.-4 :**

On the basis of findings recorded above, the workman is held entitled to no relief.

Accordingly, the Reference is answered as follows :-

**AWARD**

**Holding the action of management of Sub-Area Manager, Rehar Gayatri Project SECL, Bishrampur Area, PO- Ketki, Via Surajpur, District – Surguja (C.G.) in removal of Shri Arshad Hussain S/o. Mohd. Siddique, Ex- Casual Mazdoor, from service w.e.f. 16.02.2010 legal and justified, the workman is held entitled to no relief.**

**No order as to cost.**

DATE:- 04/02/2025

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 मई, 2025

**का.आ. 920.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.सी.एल.के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी/आर/96/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2025 को प्राप्त हुआ था।

[फा.सं. एल.22012/139/2018-आई.आर.(सी-एम-II)]

मणिकंदन.एन. उप. निदेशक

New Delhi, the 29th May, 2025

**S.O. 920.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference.LC/R/96/2018) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of N.C.L, and their workmen, received by the Central Government on 18/05/2025

[F.No. L-22012/139/2018– IR (CM-II)]

MANIKANDAN. N, Dy. Director

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

**NO. CGIT/LC/R/96/2018**  
**Present: P.K.Srivastava**  
**H.J.S..( Retd)**

**The Central Secretary**  
**Koyla Shramik Sabha (HMS)**  
**Nigahi Project of NCL**  
**PO – Nigahi, Distt.- Singrauli-486889**

**Workman****Versus**

**The General Manager**  
**Nigahi Project of NCL**  
**PO- Nigahi, Distt.- Singrauli - 486889**

**Management****JUDGMENT****(Passed on this 27th day of March-2025.)**

As per letter dated 26.11.2018 by the Deputy Chief Labour Commissioner (Central) Jabalpur, Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-22012/139/2018-IR(CM-II) dt. 26.11.2018. The dispute under reference related to :-

***“Whether the action of the management of paying less salary to Shri B.B. Singh Foreman, E&M Grade-B in comparison to Shri C.S. Ojha (who is junior to Shri B.B. Singh) is justified ? If not, whether Shri B.B. Singh is entitled to get pay protection ? If yes, what relief Shri B.B. Singh is entitled for ?”***

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

The undisputed facts are that, B.B. Singh was appointed as CMT, Category-I, on 05.01.1985, whereas his colleague C.S. Ojha was appointed on the same post on 03.07.1985. B.B. Singh was promoted to CMT, Category-II on 13.03.1986, whereas C.S. Ojha was promoted to Category-II on 03.07.1986. B.B. Singh was further promoted to Category-IV on 17.01.1987, whereas C.S. Ojha was promoted on 03.07.1987. B.B. Singh thereafter promoted to Category-V on 24.02.1990, whereas C.S. Ojha was promoted on 07.07.1990. B.B. Singh became eligible for promotion to Category-VI and produced his Supervisor License required for promotion to Category-VI in November 1994 but was placed on Category-VI post instead of promotion in Category-VI. The Departmental Promotion Committee arbitrarily ignore his claim for promotion to Category-VI and promoted C.S. Ojha to Category-VI, thus C.S. Ojha was placed in a higher pay scale on this promotion in Category-VI but B.B. Singh was not granted higher pay scale admissible to Category-VI on the ground that he was only placed in Category-VI. Thus, according to the workman, the action of management in placing B.B. Singh to Category-VI without granting higher pay scale admissible to Category-VI and promoting his junior C.S. Ojha to Category-VI as well granting Shri C.S. Ojha higher pay scale admissible to Category-VI is unjust, illegal and arbitrary. The management has defended its action on the ground that on the ground that vide Circular No. 15/69 circulated vide letter no. 4444 dated 19.11.1989 in case of

upgradation, the upgraded employee will not get fixation benefit with increment as in case of normal promotion but will be fixed in the nearest stage in the higher category. The management decided the grievance of the workman vide its order dated 27.01.1999 with regard to pay anomaly as follows :-

“The basic pay of B.B. Singh Category-VI of Nigahi Project is stepped up to Rs. 81.14/- per day w.e.f. 01.08.1991 at par with basic pay of Shri C.S Ojha, Electrician Category-VI of Nigahi Project. The date of annual increment of Shri B.B. Singh will also be routed at par with his junior Shri Ojha i.e. 01.08.1991 and onward. Due to placement of Shri B.B. Singh as Electrician Category-VI on 13.10.1995 after completion of his cadre scheme, the difference of basic caused to him not be treated anomaly. Hence, question of anomaly on 13.10.1995 in respect of Shri B.B. Singh, Electrician Category-VI does not arise.”

**Further according to management**, this order was not challenged by the workman B.B. Singh, hence it has become final.

**In evidence**, both the parties have filed their side affidavits as their examination in chief and have been cross examined by their opposite party. Management has filed original documents/orders relevant to the dispute in the reference, which have been marked as Exb. M/1 to M/5 and will be referred to as and when required.

**I have heard argument of** learned Counsel for workman Shri Arun Patel and learned Counsel Shri Neeraj Kewat for the management. I have gone through the record as well.

As it is established from pleadings and evidence that B.B. Singh was senior to C.S. Ojha in till Category-V, when he became eligible for promotion to Category-VI, he was placed in Category-VI resulting into none payment of scale admissible to Category-VI, whereas his junior C.S. Ojha was promoted to Category-VI resulting into higher pay scale admissible to Category-VI. The question arises here is whether the management committed any illegality by doing so ?

As stated above, the defense of management is that an order was passed by them in 1999 refusing the representation and claim of the B.B. Singh which was not agitated against by him. Hence, he cannot be permitted to raised at his stage after such a long delay.

There is no evidence on record produced by management to indicate that on what grounds case of B.B. Singh was not considered for promotion by the Departmental Promotion Committee at the time of promotion to Category-VI and what led the Committee to promote C.S. Ojha, a junior employee to Category-VI instead of a senior eligible employee B.B. Singh. In absence of any material to justify this action, the management will undoubtedly be held to have committed illegality in ignoring claim of B.B. Singh for promotion to Category-VI. Since, there is no limitation provided to agitate against such an order and the action as well order of management is inherently illegal, unjustified and arbitrary, the otherwise justified claim of B.B. Singh cannot be refused on technical grounds of delay and latches.

In the light of above discussion and findings the reference is answered as follows :-

#### **AWARD**

**Holding the action of the management of paying less salary to B.B. Singh, Foreman, E&M, Grade-B in comparison to Shri C.S. Ojha (who is junior to Shri B.B. Singh) unjustified, illegal and arbitrary, he is entitled to get pay protection from the date of his placement in Category-VI, amount to be payable after computation**



along with litigation cost computed at Rs. 30,000/- within 30 days from the date of publication of Award, failing which interest @ of 6% p.a. from date of Award, till payment.

DATE: 27/03/2025

P. K. SRIVASTAVA, PRESIDING OFFICER

नई दिल्ली, 29 मई, 2025

**का.आ. 921.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल, के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह श्रम न्यायालय, जबलपुर के पंचाट (एलसी/आर/61/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2025 को प्राप्त हुआ था।

[फा.सं. एल.22012/17/2020-आई.आर.(सी-एम-II)]

मणिकंदन.एन. उप. निदेशक

New Delhi, the 29th May, 2025

**S.O. 921.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference.LC/R/61/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L, and their workmen, received by the Central Government on 18/05/2025

[F.No. L-22012/17/2020- IR (CM-II)]

MANIKANDAN. N, Dy. Director

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

**NO. CGIT/LC/R/61/2020**

**Present: P.K.Srivastava**

**H.J.S..( Retd)**

**General Secretary**

**Bhartiya Koyla Khadan Mazdoor**

**Sangathan (BMS), Qtr. No. M/119 & M/120,**

**Urja Nagar of SECL Gevra Project**

**Distt.- Korba (C.G.)-495677**

**Workman**

**Versus**

**General Manager**

**SECL, Dipka Area, PO: Dipka**

**Distt.- Korba, Chhattisgarh- 495677**

**Management**

**AWARD**

**(Passed on this 21<sup>st</sup> day of April-2025.)**

As per letter dated 18/09/2020 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number **L-22012/17/2020 IR(CM-II))** dt. 18/09/2020. The dispute under reference related to :-

**“Whether the demand of the union (Bhartiya Koyla Khadan Mazdoor Sangathan (BMS) Bilaspur) for promotion of the workman Shri Harish Prasad S/o. Jethuram, Elect Cat-V of Dipka Area, SECL against advertisement/Order No. SECL/BSP/ADMN/ SELECTION/ASSTT. FOREMAN/10/1420, dated 10.11.2010 to the post of Asstt. Foreman in the light of settlement dated 21.05.2008 in Form-H is justified and legal ? If yes, to what relief Shri Harish Prasad S/o. Jethuram is entitled ?**

After registering the case on reference received, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

The workman has claimed promotion to the post of Assistant Foreman, Elect. and placement of his name at proper place in seniority list on the ground that he was promoted to the post of Electrician Cadre, Category-IV on 15.05.2004 and from 28.05.2008, he was employed in SECL Raigarh Area. From 19.06.2017 he was transferred to SECL Dipka Area, as Electrician Category-V. The management has defended its action with a case that as per the cadre scheme a person is required to have spent three years of service as Electrician category-V and VI whereas the workman was dismissed from his services for charge of misconduct committed by him while he was working as Electrician, Category-V. He was reemployed as Electrician, Category-IV by way of mercy on his representation to the management. Hence, he was not eligible to be considered for promotion to the post of Assistant Foreman.

The workman has not filed any evidence. Management has filed affidavit of its witness which is uncontroverted.

None was present for workman at the time of argument. I have heard argument of Mr. Neeraj Kewat for management and have gone through the record.

The burden to prove his case on the workman in which he has failed. There is on record, photocopy of a settlement between management and workman union in which it has been agreed upon by the parties that the workman will be re-appointed as Electrician, Category-IV. Being in Electrician Category-IV he is not entitled to be considered for promotion to the post of Assistant Foreman because he does not fulfill the required qualification.

**On the basis of above discussion, the reference deserves to be answered against the workman and is answered accordingly.**

**No order as to cost.**

DATE: 21/04/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 मई, 2025

**का.आ. 922.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल, के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह श्रम न्यायालय, जबलपुर के पंचाट (एलसी/आर/52/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2025 को प्राप्त हुआ था।

[फा.सं. एल.22012/27/2016-आई.आर.(सी-एम-II)]

मणिकंदन.एन. उप. निदेशक

New Delhi, the 29th May, 2025

**S.O. 922.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference.LC/R/52/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of W.C.L, and their workmen, received by the Central Government on 18/05/2025

[F.No. L-22012/27/2016– IR (CM-II)]

MANIKANDAN. N, Dy. Director

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/R/52/2016****Present: P.K.Srivastava****H.J.S..(Retd)**

**Shri Namdeo Madankar,**  
**Gali No. 3, Opp. Dr. Dabke Clinic,**  
**Badwan Area, PO: Chhindwara,**  
**Distt. Chhindwara (MP)**  
**Chhindwara - 480001**

**Workman****Vs**

**The General Manager,**  
**Western Coalfields Limited,**  
**Shobhapur Mine, PO : Pathakhara Area,**  
**Distt. Betul (MP)**  
**Betul - 460449**

**Management****JUDGMENT****(Passed on this 11th day of April- 2025)**

As per letter dated 06/06/2016 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-22012/27/2016 (IR(CM-II))** dt. 06/06/2016. The dispute under reference relates to:

***“Whether the action of the Management of General Manager, Western Coalfields Limited, Shobhapur Mine, Pathakhara Area in not correcting the date of birth of Shri Namdeo Madankar as 02.12.58 as per DOB Certificate issued by Date of Birth Registrar Office, Chhindwara and superannuating him w.e.f. 31.12.2014 is justified? If not, what relief the workman is entitled for?”***

**Case of the Workman is that he is an illiterate person.** He was first appointed by Management on 26.06.1981, he had told his age about 23 years at the time of joining. He came to know that he was going to retire on 31.12.2024 after completing 60 years of age. He filed an application before the Management that in fact his date of birth was is 02.02.1989. He attached his Birth Registration Certificate, but Management did not consider it and superannuated him treating his date of birth as 01.01.1955 which was wrongly recorded in their registers. According to the Workman, this action of Management is unjust, illegal and arbitrary. Case of the Management is that, the Workman disclosed his date of birth 01.01.1955 which was wrongly recorded in their registers. According to the Workman, this action of the Management is unjust, illegal and arbitrary. Case of Management is that, the Workman disclosed his date of birth 01.01.1955 and was recorded as such in Form B Register. He put his signature on the Form B Register. His same date of birth was recorded in his Service Register Form PS-3 and PS-4, which were signed by him. He never objected to his date of birth recorded by Management, he has taken objection, only on the fag end of his service, in 2014 which is not permissible in Law.

**In evidence**, the Workman did not file his affidavit. Management filed a copy of Form B Register, Service Register, Form PS 3 and PS 4 and Superannuation Notice of the Workman which has been admitted by Workman side. Management filed affidavit of its witness as his examination-in-chief, which is uncross-examined.

None appeared for from the side of Workman at argument stage. Hence, I have heard argument of Learned Counsel for Management Mr. Neeraj Kewat and have gone through the record.

*The reference itself is the issue for determination in the case in hand.*

**The burden to prove his date of birth** and the fact that, his date of birth has been wrongly recorded is on the Workman. By not filing any evidence, he is held to have failed in discharging this burden. Furthermore, Learned Counsel for Management has referred to judgment of **Hon'ble High Court in the Case of Bharat Coking Coal Limited V.s. Shyam Kishore Singh Reported in (2020) Vol. 3, SCC 411**. In this case it has been laid down that claim of change of date of Birth in service record raised by the Workman at the fag end of his service is not permissible. This case is fully applicable in the case in hand.

**Hence, holding the action of Management in superannuating Workman on the basis of date of birth recorded in the service records maintained by Management is just, legal and proper. The Workman is held entitled to no relief.**

**Reference stands answered accordingly.**

**No order as to cost.**

DATE:- 11/04/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 मई, 2025

**का.आ. 923.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल, के प्रबंधन के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह श्रम न्यायालय, जबलपुर के पंचाट (एलसी/आर/150/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2025 को प्राप्त हुआ था।

[फा.सं. एल.22012/94/2017-आई.आर.(सी-एम-II)]

मणिकंदन.एन. उप. निदेशक

New Delhi, the 29th May, 2025

**S.O. 923.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference.LC/R/150/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L, and their workmen, received by the Central Government on 18/05/2025

[F.No. L-22012/94/2017- IR (CM-II)]

MANIKANDAN. N, Dy. Director

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/150/2017

Present: P.K.Srivastava

H.J.S..(Retd)

The General Secretary,

Rashtriya Colliery Workers Federation  
H.O. Federation Office – Chirmiri  
Po- Chirmiri, Distt. Korea (CG),  
Pin - 497449

Workman

Vs

The General Manager,  
SECL, Bhatgaon Area Po- Bhatgaon  
Distt. – Surajpur (CG)

Management

**(JUDGMENT)**

**(Passed on this 12<sup>th</sup> day of March - 2025)**

As per letter dated 16.11.2017 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/94/2017-(IR(CM-II)) dt. 16.11.2017. The dispute under reference relates to:

*“Whether the action on the part of the management of the SECL, Bhatgaon, area in dismissing Shri J.N. Singh, Ex-clerk from service without conducting proper departmental enquire with element of bias by the enquiry office in the decision making process is appropriate and justified? If not, what relief the dismissed workman as espoused by the General Secretary of Rashtriya Colliery Workers Federation, Chirmiri is entitled to?*

According to the workman during his posting as Clerk in Jarhi Hospital, he was issued a show cause notice on 30-4-2007 by the Staff Officer (Mining) of General Manager Office, Bhatgaon Area with relation to charge against him that he obtained Rs.1,24,000/- (one lakh twenty four thousand) from one Smt. Bhukli Bai W/o late Shri Rameshwar an Ex-employee of Management for getting her employed with the management on certain post which was misconduct as mentioned in Section 26.2 and 26.22 of Certified Standing Orders. He submitted a reply to the notice denying the charges. The management decided to conduct a departmental inquiry against him. The Inquiry Officer and the Presenting Officer were appointed. The inquiry concluded in three sitting. On the first date, i.e. 21-9-2007, the workman was absent. The Inquiry Officer recorded the statements of management witness in absence of the workman. The inquiry Officer was so biased that he himself asked all the questions from the management witnesses which is in violation of Principles of Natural Justice. ON the next date 6-11-2007, the three Management witnesses who were earlier examined on the first date of the inquiry in absence of the workman, were examined by the workman. Thus according to the workman, the inquiry was not in accordance with the principles of natural justice and was in violation of settled rules and procedures of Inquiry.

However, that the charges were wrongly held proved and punishment was disproportionate to the charges proved. Workman has thus prayed that, holding the order of dismissal of his services by the Management, unjust and illegal. He be held entitled to be reinstated with back wages and benefits.

**The case of the management on this point** is that the charge sheet was served on the workman. He was given written intimation of dates of inquiry details mentioned in para-7 of the written statement of defence. The case of the workman is that in fact the inquiry concluded in six dates. ON the first two dates i.e. 11-7-2007 and 23-7-2007, the workman was not present on the third date i.e. 10-8-2007, the management

representative was not present. Then the date 21-9-2007 which the workman claims to be the first date was fixed. The workman was not present. Three witnesses were present with the Management representative, hence the statements of the witnesses were recorded and date 6-11-2007 was fixed for examination of this witness. According to the Management, the workman did cross-examine this witness, hence there was no prejudice caused to the workman during the inquiry. Accordingly the Management has prayed that the preliminary issue be answered against the workman.

Management has further pleaded that charges were held rightly proved the Enquiry Officer and punishment was also proportionate to the charges.

**On the basis of pleadings, following preliminary issue was framed vide order dated 12.01.2021.**

*Whether the departmental enquiry conducted is legal and proper in fact and law?*

The workman J.N. Singh has examined himself on oath on preliminary Issue, wherein he has stated that he was not given opportunity of cross-examination of Management witness. Thereafter, he stated that he did cross-examine the three witnesses during the inquiry but their complete statement was not recorded. He further stated that he had produced documentary evidence in his defence, during the inquiry. He also examined himself as a witness during the inquiry.

**The management has** examined Lalit Prakash Tirki, Chief Manager. According to this Management Witness, he was Management representative during the inquiry proceedings. He has proved the inquiry papers. He admits that on the date 21-9-2007, the statements of Management witness were recorded in absentia of the workman. He further states that the workman had full knowledge of the dates of inquiry but he absented himself. These witnesses were cross-examined by the workman on the next date. He pleads ignorance regarding any application filed by the workman to change the Inquiry Officer.

**Preliminary issue was decided by order dated 05.09.2022** holding the Departmental Enquiry legal and proper this order is part of this Award.

Following additional issues were framed thereafter –

*"1. Whether the charges are proved on the basis of inquiry report?."*

*"2. Whether the punishment is disproportionate to the charge proved?."*

*"3. Relief to which the workman is entitled?."*

Parties were granted opportunity to lead evidence on remaining additional issues.

During the proceedings, the Workman died and his legal representatives were brought on record.

I have heard argument of Learned Counsel Mr. Arun Patel, for Workman and Mr. Neeraj Kevat for Management.

I have gone through the record as well.

**Additional Issue No. 1:-**

From perusal of the Enquiry Proceedings and enquiry report it comes out that the Enquiry Officer has the workman guilty of misconduct alleged. The basis of this finding according to the Enquiry Officer is that, the statement of the complainant Bhukli Bai wherein she said she paid 8 bundles and Rs. 100 currency notes amounting Rs. 80,000/- before one witness to the Workman and the witness has also supported this statement.

According to the enquiry officer the Workman has admitted that the husband of the complainant was an employee of the Mines, he was known to the Workman and that is why he was helping his widow in getting Compassionate Appointment.

**Learned Counsel for Workman** has submitted that case of the Workman during the Enquiry was that there was an application for compassionate appointment of dependant of deceased Worker which was under process. The Workman did not have authority to take final decision it was getting delayed hence, the complainant developed a grudge against the Workman under the mistaken belief that it was the workman who was delaying the processing. According to Learned Counsel, it is further the case of the Workman that the same complainant has filed an application before Police with same allegations. This complainant was enquired into by Police and they filed the report that there was no truth in the allegations. According to Learned Counsel, the Workman did file the documents with respect to this enquiry by Police and findings of Police Officer after enquiry but it was not considered by the Enquiry Officer while recording the finding hence, the findings are one sided and perverse.

**Learned Counsel for Management** has submitted that the correctness of the finding is to be looked into on the basis of evidence which is in form of statement of the complainant and heard witness who have supported the allegation. From the enquiry report, it is clear that, the Workman did file documents with regard to enquiry by Police, and the same complainant made to the Police by the complainant which was found without substance. The documents and report of the finding of the Police Officer was available during the enquiry for consideration by the Enquiry Officer. The Enquiry Officer recorded his findings ignoring these documents. When there was material before the Enquiry Officer that the same complainant with same allegations was enquired by Police Officer and there was no substance found though the witness were also the same. It was incumbent on the Enquiry Officer to consider these documents and reach to a conclusion thereafter. He was at liberty to agree or disagree with the Police Report and Police Enquiry documents which he did not do. Hence the finding of the Enquiry Officer holding the charges proved only on the basis of statement of complainant and her witness ignoring their statements before the Police during the enquiry were they did not support the allegations and is nothing short of perversity. **Hence, holding the finding of the Enquiry Officer that the charges were proved, is perverse the additional issue No. 1 is answered accordingly.**

**Additional Issue No. 2 -**

During the proceedings the Workman has died and is now being represented by his legal representatives. Hence, to order a fresh enquiry will not be legal in such circumstances. In the light of findings recorded above, the punishment awarded is held to be against law and liable to be set-aside.

The legal representatives of the deceased Workman are held entitled to the arrears of wages and other service benefits admissible to the deceased Workman J.N. Singh from the date of his termination till date of his superannuation, treating him to be in continuous service, by Management.

Issue No. 2 is answered accordingly.

On the basis of above discussion the reference is answered as follows.

**AWARD**

Holding the action on the part of the Managemet of SECL, Bhatgaon area in dismissing Shri. J.N. Singh, Ex-clerk from service against law, the legal representatives of the deceased Workman are held entitled to the arrears of wages and other service benefits admissible to the deceased Workman J.N. Singh from the date of his termination till date of his superannuation, treating him to be in continuous service, by Management.

No order as to cost.

DATE:- 12/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 मई, 2025

का.आ. 924.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल, के प्रबंधन के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर केपंचाट (एलसी/आर/14/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2025 को प्राप्त हुआ था।

[फा.सं. एल.22013/01/2025-आई.आर.(सी-एम-II)]

मणिकंदन.एन. उप. निदेशक

New Delhi, the 29th May, 2025

S.O. 924.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference.LC/R/14/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L, and their workmen, received by the Central Government on 18/05/2025

[F.No. L-22013/01/2025- IR (CM-II)]

MANIKANDAN. N, Dy. Director

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM  
LABOUR COURT, JABALPUR**

**NO. CGIT/LC/RC/14/ 2014**

**Present: P.K.Srivastava**

**H.J.S..(Retd)**

Narmada Prasad @  
Ramgopal S/o. Shamsundar  
Alias Devideen Vill. Sirouja,  
PO Rajendra Nagar Distt. Shahdol.

**Workman**

**Vs**

The Sub Area Manager,  
Amlai Bangwar and Damini Sub  
Area of SECL PO Bemhouri,  
Distt. Shahdol.

**Management**



## (JUDGMENT)

(Passed on this 24<sup>th</sup> day of April - 2025)

**The workman has filed this petition** under **Section 2A (10) (2&3)** of the Industrial Disputes Act, 1947, hereinafter referred by the word 'Act', with a case that, he was appointed with the Management in the year 1978, and has served with them continuously for 32 years. His name Narmada Prasad alias Ramgopal S/o Devideen was registered in the records of the Management, with his permanent address Village Sirouja Tehsil Suhagpur, Distt. Shahdol. A false complaint was made by one Uday Pratap Singh, who was inimical to the petitioner, before the Management and police with the allegation that in fact the petitioner was Ramgopal S/o Shamsundar but was working with the Management in the name of Narmada Prasad S/o Devideen. This complaint was enquired into by the police and they found no substance in the allegations but the Management conducted a Departmental Enquiry against the petitioner vide its order dated 11.04.2013 without following the basic rules of natural justice. The Enquiry Officer submitted his enquiry report on 05.12.2013 wrongly holding the charge of imposition proved and the Disciplinary Authority also wrongly passed the order of punishment which is illegal, unjust and arbitrary on the part of Management. He raised a dispute with the Assistant Labour Commissioner, Central and after failure of conciliation, filed the petition seeking relief of setting-aside termination of his services by Management and his reinstatement with back-wages and benefits.

**Case of Management is mainly that**, when the petitioner was working with them when he was issued a charge sheet on 12.01.2013, with the allegation of misconduct as defined under **Clause 26.9 of the Standing Orders** with the allegation that he declared false information with regards to his name, age, father's name and qualification. A Departmental Enquiry was conducted with respect to charges. The petitioner also participated in the enquiry. The charges were found proved. Hence, after issuing show cause notice on the enquiry report and finding the reply of the show cause notice not sufficient, the order punishment was passed by disciplinary authority. According to Management, there is no illegality in conducting the Departmental Enquiry, charges were rightly held proved and the punishment order is also not disproportionate to the misconduct proved.

*Following preliminary issue was framed on the basis of pleadings.*

1. ***Whether the departmental enquiry conducted is just legal and proper?***

**The Workman did not file any evidence on preliminary issue.** He had filed enquiry documents, admitted by Management, marked Exhibit W-1 to W-7. Management filed affidavit of its witness as his cross-examination and photocopy enquiry papers. No enquiry down by Workman.

**On the basis of evidence on record**, the preliminary issued was decided vide order dated 11.09.2024 holding the Departmental Enquiry just, legal and proper. This order is part of this judgment.

***Following additional issues were framed vide order dated 11.09.2024 :-***

1. ***Whether the charges are proved in the enquiry?***
2. ***Whether the punishment is proportionate to the charges?***

**Parties were given opportunity to lead evidence on these issues.** No evidence was adduced by any of the parties.

**I have heard arguments of Learned Counsel Shri Neeraj Kewat for Management.** None was present for petitioner for the arguments. No written arguments were filed by any of the parties. I have gone through the record.

**Additional issue No. 1 : –**

**Case of the petitioner is that**, his name is Ramgopal @ Narmada Prasad son of Shamsundar @ Devideen. According to him complaint against him with same allegation was found false on police enquiry. I have gone through the Photocopy Enquiry Documents which go to show that, there is sufficient evidence on form of Documents as well Statements of Witnesses recorded during enquiry to support the charge, hence, the finding of the Enquiry Officer with

respect to the proof of charge of misconduct as stated above is held justified and additional Issue No. 1 is answered accordingly.

**Additional Issue No. 2 : -**

**The charge of misconduct proved against petitioner** is of misconduct by way of impersonation. This is a serious misconduct involving moral turpitude and attracts major punishment; hence, the punishment awarded also cannot be held to be so disproportionate to shock the conscience of this Tribunal and does not warrant any interference.

**Additional Issue No. 2 is answered accordingly.**

On the basis of above discussion, the petition is held without merits and is liable to be dismissed.

**ORDER**

**Petition dismissed.**

**No order as to cost.**

DATE:- 24/04/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 मई, 2025

का.आ. 925.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एडलवाइस टोकियो लाइफ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री नीरज शर्मा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स नं.-258/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड-16025/04/2025-आईआर(एम)-57]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

**S.O. 925.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 258/2022**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Edelweiss Tokio Life Insurance Co. Ltd** and **Shri Neeraj Sharma** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-57]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR COURT-II,  
NEW DELHI**

**I.D. NO. 258/2022**

**Sh. Neeraj Sharma, S/o Sh. Ramesh Kumar Sharma,**  
R/o M-11, Sainik Nagar, Nawada, New Delhi-110059.

**VERSUS**

**Edelweiss Tokio Life Insurance Co. Ltd.,**  
A-22 & 23, 2<sup>nd</sup> Floor, Tagore Market, Kirti Nagar,  
New Delhi-110015.

**AWARD**

1. This is an application U/s 2A of the Industrial Disputes Act (here in after is referred as an Act) filed by the claimant.
2. Claimant in his claim statement has stated that he was working with the management since 30.10.2020 at the post of “Clerk” and his last drawn salary was Rs. 25,000/-, however, management has given the post to him as a “Development Manager” and was being taken the work of the “Clerk”. He did his work well and has not given any chance of making any complaint to the management nor was he charged while he was in service. He was getting Bonus and PF facilities, but never been provided Overtime wages, Annual and casual wages, Medical allowance etc. by the management. When he demanded for the above said facilities, management adopted an evasive attitude and thereafter, he was illegally terminated from his services on 27.09.2021 without giving any reason, without prior notice, without paying service compensation, without paying back wages which is a violation of 25 F of the ID Act. He has sent the demand letter but he has not been taken on duty. He had exhausted legal remedy i.e. going to the conciliation officer, but, no result was yielded. Hence he filed the claim.
3. Management has already been proceeded ex-parte vide order dated 24.10.2024.
4. Now, the matter is listed for ex-parte workman evidence. He is required to file his affidavit, but, neither the workman nor his AR has been appearing from so many dates to substantiate his claim.
5. In these circumstances, when the claimant is interested in perusing his case, this tribunal has no option but to dismiss his claim. Hence, his claim stands dismissed. Award is passed accordingly. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. File is consigned to record room.

Date: 24.04.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 मई, 2025

का.आ. 926.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कारपोरेशन ऑफ़ इंडिया; ओरियन सिक्योरिटी सॉल्यूशंस प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री सुरेश कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स नं.-39/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड-16025/04/2025-आईआर(एम)-58]

दिलीप कुमार, अवसर सचिव

New Delhi, the 30th May, 2025

S.O. 926.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 39/2019**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India; Orion Security Solutions Pvt. Ltd and Shri Suresh Kumar** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-58]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI**  
**ID No. 39/2019.**

**Sh. Suresh Kumar vs. L.I.C. and Anr.**

**Sh. Suresh Kumar, S/o Late Sh. Pitamber,**  
 R/o 69/1, Village- Moti Bagh, Chankya Puri,  
 South-west, Delhi-110021.

...Applicant/Claimant

Versus

1. **Life Insurance Corporation of India,**  
 Jeevan Bharti LIC Building, 11<sup>th</sup> Floor, New Delhi-110001.
2. **Orion Security Solutions Pvt. Ltd.,**  
 5-E, 1<sup>st</sup> Floor, Jungi House, Street No.5, Near BSES Power Station,  
 Shahpur Jat, New Delhi-110049.

... Managements/respondents

**Counsels:**

For Applicant/ Claimant:  
*Sh. M.L. Pandey, Ld. AR.*

For Management/ Respondent:  
*Sh. Rajiv Katyan, Ld. AR for management-1 (Life Insurance Corporation of India).*  
*Sh. Vidyadhar Sethi, representative for management-2 (Orion Security Solutions Pvt. Ltd.)*

**Award**  
**04.04.2025**  
**Item No.- 12**

I.D. No. 39/2019  
 04<sup>th</sup> April 2025

**Present:**

**Sh. M.L. Pandey and Ms. Indu Pandey, Ld. ARs along with the claimant.**  
**Sh. Rajiv Katyan, Ld. AR for management-1.**  
**Sh. Vidyadhar Sethi, representative for management-2.**

The representative for management-2 has produced a demand draft of Rs. 1,80,000/- in favour of the claimant, as agreed before the mediation cell in lieu of claims and dues. The said demand draft has been handed over to the claimant.

The statement of the claimant has been recorded separately that he has received the full and final amount and therefore wants to withdraw the case.

An amount of Rs. 3,000/- imposed earlier on management-2 has also been paid to AR for the claimant. The representative for management-2 submits that he will pay the remaining Rs. 2,000/- outside the court. His statement has also been recorded separately.

In view of the claimant's statement on record, the claim stands dismissed as satisfied. The award is passed accordingly. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. The file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 04.04.2025

नई दिल्ली, 30 मई, 2025

**का.आ. 927.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवर्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री लाल बहादुर पाल एवं अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई

दिल्ली, पंचाट (रिफरेन्स न.-210/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल-42012/01/2018-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

**S.O. 927.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 210/2018**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Central Warehousing Corporation; M/s Suman Forwarding Agency Pvt. Ltd., and Shri Lal Bhadur Pal & Ors** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-42012/01/2018-IR(M)]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR  
COURT-II, NEW DELHI**

**I.D. NO. 210/2018**  
**(Reference No. L-42012/1/2018- IR (M) )**

**Sh. Lal Bhadur Pal & Ors.,**  
**Through- General Mazdoor Lal Jhanda Union,**  
B-1/A, Nathu Colony (East), 100 Foota Road,  
Shahdara, Delhi-110096.

VERSUS

- 1. The Managing Directory,**  
Central Warehousing Corporation, 4/1, Siri Fort Industrial Area,  
August Karanti Marg, Hauz Khas, New Delhi-110016.
- 2. M/s Suman Forwarding Agency Pvt. Ltd.,**  
C/o Inland Container Corporation, Near Gazipur Village,  
Patparganj, Delhi-110096.

**AWARD**

1. The appropriate Government has sent the reference referred dated 26.11.2018 to this tribunal for adjudication in the following words:

*1. Whether the action of M/s Suman Forwarding Agency Pvt. Ltd., contractor under M/s Central Warehousing Corporation (CWC), New Delhi in not paying full wages to the workmen Sh. Lal Bahadur Pal and 6 others (As per Annexure) for the entire month despite the fact that the workmen have worked for entire month is legal and justified? If not, to what relief the workers are entitled to?*

*2. Whether deduction of wages by M/s Suman Forwarding Agency Pvt. Ltd., contractor under M/s Central Warehousing Corporation (CWC), New Delhi for the holidays and 2<sup>nd</sup> Saturdays from the wages of the workmen is legal and justified? If not, to what relief the workers are entitled to?"*

2. After receiving the reference workmen had filed the claim statement. W.S had been filed by the respondent-1. He had denied the averment made in their claim statement. Respondent-2 was proceeded ex-parte on 05.04.2019.

3. After completion of the pleadings, following issues have been framed vide order dated 13.12.2023 i.e.-

1. As per term of reference?
2. Whether there is no relationship between the employee and employer between the claimants and the management.
3. Whether the dispute has been legally and properly espoused? If not its affect.
4. Relief, if any.

4. Now, the matter is listed for workman evidence. Workmen are required to file their affidavits of evidence, but, neither the workmen nor their AR is appearing from several dates to substantiate their claim.

5. In these circumstances, when the claimants are not interested in pursuing their case, this tribunal has no other option but to dismiss the claim. Hence, their claim stands dismissed. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room

ATUL KUMAR GARG, Presiding Officer

Date: 13.05.2025

नई दिल्ली, 30 मई, 2025

का.आ. 928.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कंटेनर कॉर्पोरेशन ऑफ इंडिया लिमिटेड; एशियन कार्गो एंड मूवर्स के प्रबंधन के संबद्ध नियोजकों और इंडियन स्टील एंड मेटल वर्कर्स यूनियन श्री शफीक मोहम्मद, श्री लोकेश कुमार, श्री सोहैल खान के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स न.-212/2022, 213/2022, 214/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड-16025/04/2025-आईआर(एम)-60]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

S.O. 928.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 212/2022, 213/2022, 214/2022**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Container Corporation of India Ltd; Asian Cargo & Movers and Indian Steel and Metal Workers Union Shri Shafiq Mohammed, Shri Lokesh Kumar, Shri Sohail Khan** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-60]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR COURT-II, NEW DELHI**  
**I.D. NO. 212/2022**

**Sh. Shafiq Mohd. S/o Sh. Tubarak Hussain,**  
R/o- 168, F-03, Shiv Durga Vihar, Lakkarpur, Faridabad,  
Haryana-121009.

**Through-Indian Steel & Metal Workers Union,**  
46, Nehru Market, Badarpur, New Delhi-110044.

**I.D. NO. 213/2022**

**Sh. Lokesh Kumar, S/o SH. Samay Singh,**

R/o- C-283/A, Pul Prahaladpur, New Delhi-110044.

**Through-Indian Steel & Metal Workers Union,**  
46, Nehru Market, Badarpur, New Delhi-110044.

**ID. NO. 214/2022**

**Sh. Sohail Khan, S/o Sh. Mobin Khan,**  
R/o- D-01/579, Vishwakarma Colony, Gali No. 06,  
Jaitpur, Badarpur, New Delhi-110044.

**Through-Indian Steel & Metal Workers Union,**  
46, Nehru Market, Badarpur, New Delhi-110044.

**VERSUS**

1. **Container Corporation of India Ltd.**  
Inland Content Depot, Tughlakabad, New Delhi-110020.
2. **Asian Cargo & Movers,**  
Room No. 302, 03<sup>rd</sup> Floor, ICD Tughlakabad,  
New Delhi-110019.
3. **Asian Cargo & Movers,**  
Office No. 02, 01<sup>st</sup> Floor, DDA Market, B-Block,  
Yojna Vihar, New Delhi-110092.

**AWARD**

1. By this composite order, I shall dispose of these three applications of U/S 2A of the **Industrial Disputes Act (here in after referred as an 'Act')** filed by the different claimants against the same respondents, because of having the common respondents and same cause of action, these cases are taken together for their illegal termination. Claims of the workmen are that they have been serving the management-1 through management-2 & 3. Name and particular of their employment are given below-

**List of Workmen**

Sr. No.	Name	Post	Dates of Joining	Dates of Termination	Last drawn Salary
1	Shafiq Mohd.	Telly Clerk	12.08.2015	18.09.2017	7,000/-
2	Lokesh Kumar	Telly Clerk	04.02.2014	18.09.2017	7,000/-
3	Sohail Khan	Telly Clerk	07.04.2015	18.09.2017	7,000/-

2. They had been doing their work with diligently and honestly. Their service records are clean and they have not given any complaint so far. The employers had made the claimants' signs on many blank papers, blank vouchers, blank agreement letters and blank appointment letters at the time of appointment during the service but did not give a copy of the same to the claimants. During the services, management never provided legal facilities like Minimum wages, Appointment letter, wages slip, leave book, attendance card, annual and festival holidays, ESI & PF etc. When the claimants demanded all the above mentioned legal benefits, the employer immediately became angry and in a spirit of revenge, without paying the earned salary to the workmen from 01.07.2017 & 01.08.2017 to 17.09.2017 respectively, without prior notice, without any notice charge sheet, without any rhyme and reason, claimants were illegally terminated by the management on 18.09.2017. They had gone to the conciliation officer, but, no results were yielded. Hence, they have filed the present claims.

3. W.S has been filed by the respondent-1, stating that workmen were the employee of M-2 & 3. Therefore, the present claims are not maintainable against the M-1 and are liable to be dismissed.

4. Management-2 and 3 have been proceeded ex-parte vide order dated 11.07.2023.

5. After completion of the pleadings, following identical issues in all cases have been framed vide order dated 03.10.2023 i.e.-

1. Whether the services of the claimants were illegally terminated by the managements? (OPW)
2. If the answer of the issue no. 1 is affirmative, then what relief the claimants are entitled to and from which date?

6. Now, these matters are listed for workman evidence. AR of the claimants **Sh. Amit Tripathi** submitted that workmen are not in touch with him.

7. In these circumstances, when claimants have not been appearing since long to substantiate their claims, it appears that they are not interested to peruse their cases. Their claims stand dismissed. Awards are passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. These files are consigned to record room. A copy of this award is placed in each of the file.

ATUL KUMAR GARG, Presiding Officer

Date- 29.04.2025

नई दिल्ली, 30 मई, 2025

**का.आ. 929.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कंबाटा एविएशन प्राइवेट लिमिटेड; इंटरनेशनल एयरपोर्ट लिमिटेड के प्रबंधन के संबंधित के संबद्ध नियोजकों और श्री राम रतन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 35/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड -16025/04/2025-आईआर(एम)-61]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

**S.O. 929.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 35/2023) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Cambata Aviation Private Limited; International Airport Limited** and **Shri Ram Ratan** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-61]

DILIP KUMAR, Under Secy.

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1,  
NEW DELHI.**

**ID No.35/2023**

Sh. Ram Ratan S/o Sh. Lal Singh C/o S.B. Shailly, D-195, Karampura, New Delhi-110015.

...Claimant

Versus

1. Chief Operating Officer-India, Cambata Aviation Private Limited, Bay-81, Line Maintenance Building, Block-A, IGI Airport Terminal-III, New Delhi-110037.



2. The CEO International Airport Limited, Uddan Bhawan, IGI Airport, New Delhi-110037.

...Management

### AWARD

1. In the present case, a reference was received from the appropriate Government vide letter No-ND.96(14)/ID(2A)2022-DY.CLC dated 25.01.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

#### The Schedule

*“Whether the action of the management of M/s Cambata Aviation Pvt. Ltd. in terminating the services of Sh. Ram Ratan S/o Late Sh. Lal Singh, ex- Driver-cum-Utility Hand, w.e.f. 18.08.2016 if legal, just and proper? If not, what relief the workman concerned is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement was filed but rebuttal written statement was not filed on behalf of either of the managements.

3. After that, none appeared on behalf of the claimant despite serving notice to substantiate his claim.

4. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 19.05.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 मई, 2025

**का.आ. 930.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कंबाटा एविएशन प्राइवेट लिमिटेड; इंटरनेशनल एयरपोर्ट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री सतीश चंद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स नं.- 36/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड -16025/04/2025-आईआर(एम)-62]

दिलीप कुमार, अवसर सचिव

New Delhi, the 30th May, 2025

**S.O. 930.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 36/2023**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Cambata Aviation Private Limited; International Airport Limited** and **Shri Satish Chand** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-62]

DILIP KUMAR, Under Secy.

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1,  
NEW DELHI.**

**ID No.36/2023**

Sh. Satish Chand S/o Sh. Ramu Singh C/o S.B. Shailly, D-195, Karampura, New Delhi-110015.

...Claimant

Versus

1. Chief Operating Officer-India, Cambata Aviation Provate Limited, Bay-81, Line Maintenance Building, Block-A, IGI Airport Terminal-III, New Delhi-110037.
2. The CEO International Airport Limited, Uddan Bhawan, IGI Airport, New Delhi-110037.

...Management

**AWARD**

1. In the present case, a reference was received from the appropriate Government vide letter No-ND.96(15)/ID(2A)2022-DY.CLC dated 25.01.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**The Schedule**

*“Whether the action of the management of M/s Cambata Aviaiton Pvt. Ltd. in terminating the services of Sh. Satish Chand S/o Sh. Ramu Singh, ex-Driver-cum-Utility Hand, w.e.f. 18.08.2016 if legal, just and proper? If not, what relief the workman concerned is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement was filed but rebuttal written statement was not filed on behalf of either of the managements.
3. After that, none appeared on behalf of the claimant despite serving notice to substantiate his claim.
4. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 19.05.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 मई, 2025

**का.आ. 931.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कंबाटा एविेशन प्राइवेट लिमिटेड; इंटरनेशनल एयरपोर्ट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री सुरेन्द्र सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-38/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड -16025/04/2025-आईआर(एम)-64]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

**S.O. 931.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 38/2023**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Cambata Aviation Private Limited; International Airport Limited** and **Shri Surender Singh** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-64]

DILIP KUMAR, Under Secy.

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1,  
NEW DELHI.**

**ID No.38/2023**

Sh. Surender Singh S/o Sh. Lakhmi Chand C/o S.B. Shailly, D-195, Karampura, New Delhi-110015.

...Claimant

Versus

1. Chief Operating Officer-India, Cambata Aviation Private Limited, Bay-81, Line Maintenance Building, Block-A, IGI Airport Terminal-III, New Delhi-110037.
2. The CEO International Airport Limited, Uddan Bhawan, IGI Airport, New Delhi-110037.

...Management

**AWARD**

1. In the present case, a reference was received from the appropriate Government vide letter No-ND.96(17)/ID(2A)2022-DY.CLC dated 25.01.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**The Schedule**

*“Whether the action of the management of M/s Cambata Aviation Pvt. Ltd. in terminating the services of Sh. Surender Singh S/o Sh. Lakhmi Chand, ex-Utility Hand-cum-Sweeper, w.e.f. 18.08.2016 if legal, just and proper? If not, what relief the workman concerned is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement was filed but rebuttal written statement was not filed on behalf of either of the managements.

3. After that, none appeared on behalf of the claimant despite serving notice to substantiate his claim.

4. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 19.05.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 मई, 2025

का.आ. 932.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मोइल लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्रम शक्ति सेवा संगठन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.-09/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल-27011/4/2019-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

S.O. 932.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 09/2020-21**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s MOIL Limited** and **Shram Shakti Seva Sanghatan** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-27011/4/2019-IR(M)]

DILIP KUMAR, Under Secy.

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/09/2020-21

Date: 16.05.2025.

**Party No.1:** The Chairman-Cum-Managing Director,  
M/s MOIL Limited,  
MOIL Bhawan, 1-A, Katol Road,  
Nagpur (MS) – 440013.

V/s.

**Party No.2:** The General Secretary,  
Shram Shakti Seva Sanghatan,  
R/o Qtr. No. 37, LIC Colony,  
Near Om Anand Apartment Godhni Rly.,  
Godhni, Nagpur – 440011.

**AWARD**

(Dated: 16th May, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of M/s Moil Limited, and their Union/ Shram Shakti Seva Sangathan., for adjudication, as per letter **No. L-27011/4/2019-(IR(M)) dated 28.05.2020**, with the following schedule:-

**"Whether the action of management of MOIL Ltd., Nagpur in not granting the appointment on compassionate grounds as per the prescribed "MOIL Recruitment and Promotion Rules 2013 to the legal heirs(s) of late Shri Bisen Uikey and late Smt. Chandrabai Uikey as raised by Shram Shakti Seva Sanghatan vide letter dated 08.04.2019 is proper, legal and justified? If not, what reliefs the legal heirs(s) of late Shri Bisen Uikey and late Smt. Chandrabai Uikey are entitled to? What other directions, if any, are necessary in the matter?"**

2. Case is called out. Shri. Vinay Rathi, Learned Counsel has filed his Vakalatnama on behalf of the respondent today in Court, which is taken on record. None is present on behalf of petitioner despite service of notices. No statement of claim and written statement have been filed by the parties respectively till today. No other evidence has

been filed by the petitioner to prove his case. Petitioner is not coming to the Court since very beginning of the case. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

### ORDER

The action of management of MOIL Ltd., Nagpur in not granting the appointment on compassionate grounds as per the prescribed "MOIL Recruitment and Promotion Rules 2013 to the legal heirs(s) of late Shri Bisen Uikey and late Smt. Chandrabai Uikey as raised by Shram Shakti Seva Sanghatan vide letter dated 08.04.2019 is proper, legal and justified. The legal heirs(s) of late Shri Bisen Uikey and late Smt. Chandrabai Uikey are not entitled to any relief.

Justice (ret'd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 30 मई, 2025

का.आ. 933.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तिरुपति इंटरप्राइजेज कॉन्ट्रैक्टर अल्ट्राटेक सीमेंट लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री रामरतन पी. पाण्डेय के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.-16/2022-23) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड-16025/04/2025-आईआर(एम)-66]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

S.O. 933.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 16/2022-23**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Tirupati Enterprises Contractor of Ultratech Cement Limited** and **Shri Ramratan P. Pandey** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-66]

DILIP KUMAR, Under Secy.

### BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/16/2022-23

Date: 14.05.2025.

#### **Party No.1:**

M/s Tirupati Enterprise, Contractor of Ultratech Cement Limited, Unit Manikgarh Cement Works, Gadchandur (Erstwhile Manikgarh Cement a division Of Century Textiles & Industries Limited), Gadchandur, Distt. – Chandrapur – 442908.

V/s.

#### **Party No.2:**

Sh. Ramratan P. Pandey, QTR. No. 10/01/01/Loader Colony, Bengali Camp, PO – Gadchandur, Tah. Korpana, Distt. Chandrapur – 442908.

### AWARD

(Dated: 14<sup>th</sup> May, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of M/s Tirupati Enterprises, Contractor of Ultratech

Cement Limited, Unit Manikgarh Cement Works, Gadchandur ( erstwhile Manikgarh Cement (a division of Century Textiles & Industries Limited), and their workman Shri Ramratan P. Pandey, for adjudication, as per letter No. ALCH/8(13)/2021-ID/IR dated 16.06.2022, with the following schedule:-

“Whether the action of the management of M/s Tirupati Enterprises, Contractor of Ultratech Cement Limited, Unit Manikgarh Cement Works, Gadchandur (erstwhile Manikgarh Cement (a division of Century Textiles & Industries Limited) in terminating services of Shri Ramratan P. Pandey with immediate effect from 31/07/2018, without affording him an opportunity of being heard as per the principles of natural justice, is legal and justified? If not, to what relief the workman is entitled for?”

2. Case is called out. Both parties are absent. Both parties are not responding and attending the Court since last four dates i.e. 16/04/2024, 27/06/2024, 12/09/2024 and 05/12/2024. Although statement of claim has been filed by the petitioner but no written statement has been filed by the respondent till today. Petitioner has not filed any evidence to establish his case. Petitioner is not coming to the Court since 16/04/2024. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

### ORDER

The action of the management of M/s Tirupati Enterprises, Contractor of Ultratech Cement Limited, Unit Manikgarh Cement Works, Gadchandur (erstwhile Manikgarh Cement (a division of Century Textiles & Industries Limited) in terminating services of Shri Ramratan P. Pandey with immediate effect from 31/07/2018, without affording him an opportunity of being heard as per the principles of natural justice, is legal and justified. The workman is not entitled to any relief.

Justice (ret'd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 30 मई, 2025

का.आ. 934.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तिरुपति इंटरप्राइजेज कॉन्ट्रैक्टर अल्ट्राटेक सीमेंट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री दिनकर परशुराम लान्डे के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स नं.-14/2022-23) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड-16025/04/2025-आईआर(एम)-67]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

S.O. 934.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 14/2022-23) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Tirupati Enterprises Contractor of Ultratech Cement Limited** and **Shri Dinkar Parshuram Lande** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-67]

DILIP KUMAR, Under Secy.

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/14/2022-23

Date: 14.05.2025.

**Party No.1:**

M/s Tirupati Enterprise, Contractor of Ultratech Cement Limited, Unit Manikgarh Cement Works, Gadchandur (Erstwhile Manikgarh Cement a division Of Century Textiles & Industries Limited), Gadchandur, Distt. – Chandrapur – 442908.

V/s.

**Party No.2:**

Sh. Dinkar Parshuram Lande,  
Ward No. 2, At PO – Lakmapur, Tah.  
Korpana, Gadchandur, Distt.  
Chandrapur – 442908.

**AWARD**(Dated: 14<sup>th</sup> May, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of M/s Tirupati Enterprises, Contractor of Ultratech Cement Limited, Unit Manikgarh Cement Works, Gadchandur (erstwhile Manikgarh Cement (a division of Century Textiles & Industries Limited), and their workman Shri Dinkar Parshuram Lande, for adjudication, as per letter No. **ALCH/8(15)/2021-ID dated 16.06.2022**, with the following schedule:-

**"Whether the action of the management of M/s Tirupati Enterprises, Contractor of Ultratech Cement Limited, Unit Manikgarh Cement Works, Gadchandur (erstwhile Manikgarh Cement (a division of Century Textiles & Industries Limited) in terminating services of Shri Dinkar Parshuram Lande with immediate effect from 31/07/2018, without affording him an opportunity of being heard as per the principles of natural justice, is legal and justified? If not, to what relief the workman is entitled for?"**

2. Case is called out. Both parties are absent. Both parties are not responding and attending the Court since last four dates i.e. 16/04/2024, 27/06/2024, 12/09/2024 and 05/12/2024. Although statement of claim has been filed by the petitioner but no written statement has been filed by the respondent till today. Petitioner has not filed any evidence to establish his case. Petitioner is not coming to the Court since 16/04/2024. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

**ORDER**

**The action of the management of M/s Tirupati Enterprises, Contractor of Ultratech Cement Limited, Unit Manikgarh Cement Works, Gadchandur (erstwhile Manikgarh Cement (a division of Century Textiles & Industries Limited) in terminating services of Shri Dinkar Parshuram Lande with immediate effect from 31/07/2018, without affording him an opportunity of being heard as per the principles of natural justice, is legal and justified. The workman is not entitled to any relief.**

Justice (ret'd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 30 मई, 2025

**का.आ. 935.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अंबुजा सीमेंट्स लिमिटेड; मेसर्स ओम एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और श्री कृष्णराम यादव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (**रिफरेन्स नं.-37/2022-23**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड-16025/04/2025-आईआर(एम)-68]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

**S.O. 935.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 37/2022-23**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Ambuja Cements Limited; M/s Om Enterprises and Shri Krushnaram Yadav** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-68]

DILIP KUMAR, Under Secy.

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/37/2022-23

Date: 14.05.2025.

**Party No.1:**

1. The Unit Head,  
M/s Ambuja Cements Ltd.  
Maratha Cement Works, At-  
Upparwahi, Tah. Korpana, Distt.  
Chandrapur – 442908.

2. M/s Om Enterprises,  
126/127, Patliputra Apartment,  
Flat no. 302, Sec. – 20, Belapur  
Village, Navi Mumbai – 400614.

V/s.

**Party No.2:**

Sh. Krushnaram Yadav, R/o Hindustan  
Lalpeth Colliery No. 3, By – Pass Road,  
Near HP Gas Agency, PO – Lalpeth  
Chandrapur, - 442507.

**AWARD**

(Dated: 14th May, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of M/s Om Enterprises, Contractor of Ambuja Cement Limited, and their workman Shri Krushnaram Chabila Yadav, for adjudication, as per letter No. NGP/8(08)/2022 ID(ALCCHP) dated 20.01.2023, with the following schedule:-

**“Whether the action of the management of M/s Om Enterprises, Contractor of Ambuja Cements Limited, Maratha Cement Works, Upparwahi, in terminating services of Shri Krushnaram Chabila Yadav, workman/contract labour, is legal and justified? If not, to what relief the workman is entitled for?”**

2. Case is called out. Learned Counsel for the respondent Shri. Nishant Hazare is present before the Court. None is present on behalf of petitioner. Petitioner is not responding and attending the Court since 05.10.2023. No Statement of claim and written statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since 05.10.2023. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

**ORDER**

**The action of the management of M/s Om Enterprises, Contractor of Ambuja Cements Limited, Maratha Cement Works, Upparwahi, in terminating services of Shri Krushnaram Chabila Yadav, workman/contract labour, is legal and justified. The workman is not entitled to any relief.**

Justice (ret'd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 30 मई, 2025

का.आ. 936.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मोइल लिमिटेड के प्रबंधन के संबंध में नियोजकों और मोइल जनशक्ति मजदूर संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.-07/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल-27011/1/2020-आईआर(एम)]

दिलीप कुमार, अवर सचिव



New Delhi, the 30th May, 2025

**S.O. 936.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 07/2020-21**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s MOIL Limited** and **MOIL Janshakti Mazdoor Sangh** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-27011/1/2020-IR(M)]

DILIP KUMAR, Under Secy.

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/07/2020-21

Date: 16.05.2025.

**Party No.1:** The Chairman-Cum-Managing Director,  
M/s MOIL Limited,  
MOIL Bhawan, 1-A, Katol Road,  
Nagpur (MS) – 440013.

V/s.

**Party No.2:** The General Secretary,  
MOIL Janshakti Majdur Sangh  
Balaghat (MP), Siddhi Vinayak  
Apartment, Zenda Chowk,  
Mahal, Nagpur (MS).

**AWARD**

(Dated: 16<sup>th</sup> May, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of M/s Moil Limited, and their union/M.J.M.S., for adjudication, as per letter **No. L-27011/1/2020 (IR(M)) dated 14.07.2020**, with the following schedule:-

**"Whether the action of the management of MOIL Limited, Nagpur in not giving any facilities and not inviting in the meeting to the M.J.M.S. Union is just fair & legal? If not, to what relief the M.J.M.S. Union is entitled to?"**

2. Case is called out. Shri. Vinay Rathi, Learned Counsel has filed his Vakalatnama on behalf of the respondent today in Court, which is taken on record. None is present on behalf of petitioner despite service of notices. No statement of claim and written statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since very beginning of the case. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

**ORDER**

**The action of the management of MOIL Limited, Nagpur in not giving any facilities and not inviting in the meeting to the M.J.M.S. Union is just fair & legal. The M.J.M.S. Union is not entitled to any relief.**

Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 30 मई, 2025

**का.आ. 937.**— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; एपीएम एयर कारगो टर्मिनल सर्विसेज; मेसर्स सेलेबी दिल्ली कारगो के प्रबंधन के संबद्ध नियोजकों और श्री राम करन श्रू एयरपोर्ट एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (**रिफरेन्स नं.-47/2014**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड-16025/04/2025-आईआर(एम)-69]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

**S.O. 937.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 47/2014**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India; APM Air Cargo Terminal Services; M/s Celebi Delhi Cargo and Shri Ram Karan through Airport Employees Union** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-69]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVERNMENT INDSUTRIAL TRIBUNAL – CUM – LABOUR COURT-II,  
NEW DELHI**

**I.D. NO. 47/2014**

Sh. Ram Karan, S/o Sh. Har Kishan,  
Through-Airport Employees Union, BTR Bhawan,  
13A Rouse Avenue,  
New Delhi-110002.

**VERSUS**

1. The Director,  
**AAI, Rajiv Gandhi Bhawan,  
Safdarjung Airport, New Delhi,  
New Delhi-110003.**
2. APM Air Cargo Terminal Services,  
107, Transport Centre, Punjabi Bagh, New Delhi,  
New Delhi-110035.
3. The Director,  
**M/s Celebi Delhi Cargo  
Terminal Management India Pvt. Ltd.,  
Room No. 23, Import Building, 1<sup>st</sup> Floor,  
International Cargo Terminal, IGI Airport,  
New Delhi-110037.**
4. The Director,  
**DIAL, Udaan Bhawan,  
IGI Airport, New Delhi,  
New Delhi-110037.**

**AWARD**

1. The appropriate Government has sent the reference referred dated 04.04.2014 to this tribunal for adjudication in the following words:

***“Whether the retirement of the workman Sh. Ram Karan S/o Sh. Har Kish on the basis of recorded of his date of birth as 12.02.52 is just, fair and legal?” “Whether the retirement or compulsory retirement of the workman Sh. Ram Karan S/o Sh. Har Kish may be treated as retrenchment? If yes whether he is entitled to notice pay, compensation, leave encashment etc.? If not what relief the workman concerned is entitled to?”***

2. After receiving the reference workman had filed the claim statement. W.S had been filed by the respondents. Issues were framed vide order dated 28.11.2016. Workman was asked to lead evidence however, he had not appeared. His cross-examination is closed.

3. Now, the matter is listed for management evidence, but neither the workman nor his AR has been appearing from several dates.

4. In these circumstances, when the claimant has not been appearing since long, it appears that he is not interested in perusing his case. Hence, His claim stands dismissed. Reference is answered accordingly. A copy of this

award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer.

Date: 02.04.2025

नई दिल्ली, 30 मई, 2025

**का.आ. 938.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कंबाटा एविएशन प्राइवेट लिमिटेड; इंटरनेशनल एयरपोर्ट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री कृष्ण कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स नं.-37/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. जेड -16025/04/2025-आईआर(एम)-63]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

**S.O. 938.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 37/2023**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Cambata Aviation Private Limited; International Airport Limited** and **Shri Krishan Kumar** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. Z-16025/04/2025-IR(M)-63]

DILIP KUMAR, Under Secy.

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM LABOUR COURT DELHI - 1,  
NEW DELHI.**

**ID No.37/2023**

Sh. Krishan Kumar S/o Sh. Jagdish C/o S.B. Shailly, D-195, Karampura, New Delhi-110015.

...Claimant

Versus

1. Chief Operating Officer-India, Cambata Aviation Private Limited, Bay-81, Line Maintenance Building, Block-A, IGI Airport Terminal-III, New Delhi-110037.
2. The CEO International Airport Limited, Uddan Bhawan, IGI Airport, New Delhi-110037.

...Management

**AWARD**

1. In the present case, a reference was received from the appropriate Government vide letter No-ND.96(16)/ID(2A)2022-DY.CLC dated 25.01.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**The Schedule**

*“Whether the action of the management of M/s Cambata Aviation Pvt. Ltd. in terminating the services of Sh. Krishan Kumar S/o Sh. Jagdish, ex-Driver-cum-Utility Hand, w.e.f. 18.08.2016 if legal, just and proper? If not, what relief the workman concerned is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement was filed but rebuttal written statement was not filed on behalf of either of the managements.

3. After that, none appeared on behalf of the claimant despite serving notice to substantiate his claim.

4. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 19.05.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 मई, 2025

का.आ. 939.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एसीसी लिमिटेड; मैसर्स जी.आर. इंजीनियरिंग के प्रबंधन के संबद्ध नियोजकों और सफेद झंडा कामगार संगठन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स नं.-29/2022-23) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल-29011/46/2022-आईआर(एम)-66]

दिलीप कुमार, अवर सचिव

New Delhi, the 30th May, 2025

S.O. 939.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 29/2022-23**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **ACC Limited; M/s G.R. Engineering** and **Safed Jhanda Kamgar Sanghatana** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-29011/46/2022 -IR(M)]

DILIP KUMAR, Under Secy.

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/29/2022-23

Date: 03.04.2025.

**Party No.1:**

- 1) The General Manager,  
Acc Ltd, Chanda Cement Works,  
Cement Nagar, Nakoda, Chandrapur,  
(M.S.) – 442505.
- 2) The Proprietor, M.s G.R. Engineering,  
Nivedita, Plot No. 40, Dattreya Gruhnirman  
Society, Manish Nagar, Near Jai Durga Society-4,  
Nagpur-440015.

V/s.

**Party No.2:**

The President,  
Safed Jhanda Kamgar Sanghatana,  
Dr. Sontakke Hospital, Ward No. 6,  
Ghugus, Chandrapur (M.S.)

**AWARD**(Dated: 03<sup>rd</sup> April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of ACC Limited, and their workmen Shri. Dattatray Vitthal Waghmare, Sharad Malhari Paikrao, Ashok David Asampalli and Mahesh Vishnu Sharma for adjudication, as per letter No. L-29011/46/2022 (IR(M)) dated 25.11.2022, with the following schedule:-

**"Whether the demand raised by Safed Jhanda Kamgar Sanghatana, Ghugus, Distt. Chandrapur in respect of workmen Shri Dattatray Vitthal Waghmare, Sharad Malhari Paikrao, Ashok David Asampalli and Mahesh Vishnu Sharma against the action of the contractor, M/s G.R. Engineering, Nagpur under the management of ACC Limited, Chanda Cement Works, Distt. Chandrapur for terminating the services of these workmen is proper, legal and justified? If yes, what relief these workmen are entitled to?"**

2. Case is called out. Both the parties are absent. Both parties are not responding and attending the Court since 14.03.2024 i.e. near about last one year. Petitioner and respondent have not filed their statement of claim and written statement respectively till date. No other evidence has been filed by the petitioner to prove his claim. Petitioner is not coming to the Court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

**ORDER**

**The demand raised by Safed Jhanda Kamgar Sanghatana, Ghugus, Distt. Chandrapur in respect of workmen Shri Dattatray Vitthal Waghmare, Sharad Malhari Paikrao, Ashok David Asampalli and Mahesh Vishnu Sharma against the action of the contractor, M/s G.R. Engineering, Nagpur under the management of ACC Limited, Chanda Cement Works, Distt. Chandrapur for terminating the services of these workmen is improper, illegal and unjustified. The workmen are not entitled to any relief.**

Justice (ret'd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 2 जून, 2025

**का.आ. 940.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (94/2016) प्रकाशित करती है।

[फा.सं. एल.-12012/47/2016- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 2nd June, 2025

**S.O. 940.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.94/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[F.No. L-12012/47/2016- IR(B.II)]

SALONI, Dy. Director

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

**NO. CGIT/LC/R/94/2016**

**Present: P.K.Srivastava**

**H.J.S..(Retd)**

The General Secretary,  
Dainik Vetanbhogi Bank Karmachari Sanghatan  
F-1, Trupti Vihar, Indore Road,  
Ujjain - 456010

**Workman****Vs**

1. **The Regional Manager,  
Union Bank of India,  
Regional Office,  
12-12A, Anoop Nagar,  
LIG Square, A B Road,  
Indore - 452011**
2. **M/s Trust Worthy Security Services,  
E-2/73, Arera Colony,  
Bhopal – 462016,  
Bhopal (M.P.)**

**Management****JUDGMENT****(Passed on this 13<sup>th</sup> day of May - 2025)**

As per letter dated 28/11/2016 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/47/2016 (IR(B-II)) dt. 28/11/2016. The dispute under reference relates to:

***"1) During the total period from 23-08-2005 to 03-02-2011 where Mr. Jitendra Parwat worked in which capacity and under whom he worked? Who was his employer during this period 23-08-2005 to 03-02-2011? Whether it is Union Bank of India or whether it is M/s. Trust Worthy Security Services-contractor of Bank?"***

***2) During the total period from 23-08-2005 to 03-02-2011, for which period Mr. Jitendra Parwat worked directly under Union Bank of India and for which period whether the Union Bank of India has to pay Bonus? How much amount of Bonus has to be paid by the Bank? Since the Bank has already paid Rs. 2950-48 on 31-03-2016 whether any further amount is due to be paid by the Bank?"***

***3) During the total period from 23-08-2005 to 03-02-2011, for which period he worked directly under M/s. Trust Worthy Security Services, and for such period, Whether the Union Bank of India has the obligation to pay the Bonus to Mr. Jitendra Parwat or not?"***

**According to the Workman**, he worked with the Bank as a Daily Wager Peon, from 30.08.2005 to 30.06.2008 and from 01.07.2008 to 03.02.2011, as a Outsource Employee. He entitled to bonus on basis of his Work done which is not paid by the Management Bank on the basis of his work done rather the Management Bank paid Rs. 2950.48/- as bonus which is not as per the Bonus Act. The Workman has further requested that he be held entitled to get Bonus from the Bank or the Outsource Agency on the basis of actual days of work done by him.

**Case of Management is mainly that**, he was never engaged by Management in any capacity. He was a daily wager worker who worked with the Bank for few Hours as and when required. He was paid bonus for the period he worked in Bank, and also that Bank is not under obligation to pay Bonus for the days he worked with the Outsource Agency.

**In evidence, the Workman has filed Photocopy** documents which are authenticated by Bank, he filed other photocopy documents also, he did not care to proof. He filed his affidavit as his examination-in-chief. He has not been cross-examined by Management.

**Management has not filed any evidence**, in support of their pleading.

**I have heard argument of Learned Counsel for Workman** Mr. Arun Patel, none appeared for Bank. No written argument filed by any of the parties. I have gone through the record.

**The reference itself is the issue for** determination in the case in hand. In his affidavit, the Workman has stated that he regularly worked with the Bank and was paid by Bank whereas according to his allegations in his statement of claim, he has put his case that he worked with the Bank only for 2 years i.e. from 23.08.2005 to 30.06.2005 and thereafter he worked as a Outsourced Employee till 03.02.2011. The Voucher Register Copy filed does not fully corroborate the case of the Workman regarding the number of days he worked with the Bank. As an

outsider engaged by the Bank within the period of 23.08.2005 to 30.06.2008. Admittedly, he has been paid bonus by Management Bank which the Workman claims to be inadequate but there is no evidence to corroborate this case. The Outsourcing party never appeared.

*On the basis of above discussion, the Workman is held entitled to get bonus from the Outsourcing Agency, M/s Trust Worthy Security Services, from 01.07.2008 to 03.02.2011, on the basis of working days to be calculated by the Outsourcing Agency. The Workman is further held not entitled to get bonus from Management Bank, as he has already been paid bonus by the Management Bank for the period he was engaged by the Management Bank.*

Reference stands answered accordingly.

No order as to cost.

DATE:- 13/05/2025

P. K. SRIVASTAVA. Presiding Officer

नई दिल्ली, 2 जून, 2025

**का.आ. 941.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (16/2024) प्रकाशित करती है।

[फा.सं. एल-39025/01/2025- आई आर (बी-II)-12]

सलोनी, उप निदेशक

New Delhi, the 2nd June, 2025

**S.O. 941.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.16/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra and their workmen.

[F.No. L-39025/01/2025- IR(B.II)-12]

SALONI, Dy. Director

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

**NO. CGIT/LC/RC/16/2024**

**Present: P.K.Srivastava**

**H.J.S..( Retd)**

**Nikhil Rahangdale**

**S/o. Shri Jagannath Rahangdale**

**Village – Dharnakalan, Tehsil – Barghat**

**District – Seoni (M.P.)**

**Workman**

**Versus**

**1. Managing Director**

**Bank of Maharashtra**

**Head Office, Lokmangal, 1501, Shivaji Nagar**

**Pune-411005 (M.H.)-411005**

**2. Zonal Manager**

**Bank of Maharashtra**

Chhindwara (M.P.)

**3. Branch Manager**

**Bank of Maharashtra**

**Branch Dharna, Seoni (M.P.)-482002**

**Management**

**LOK-ADALAT AWARD**

**(Passed on this 10<sup>th</sup> day of May - 2025.)**

The petitioner has filed this petition u/s. 10(2) (2&3) of The Industrial Disputes Act 1947 against his termination by management Bank.

After registering a case, notice were sent to the management. They appeared through their respective Counsel. On 09.05.2025 in Pre-Lok-Adalat sitting, the petitioner withdrew his petition as the matter has been settled between the parties.

**AWARD**

Since, the dispute has ceased to exist in the light of settlement, a no dispute Award is passed.

DATE: 10/05/2025

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 जून, 2025

**का.आ. 942.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई सी आई सी आई बैंक लि के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (15/2015) प्रकाशित करती है।

[फा.सं. एल - 12012/09/2015- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 2nd June, 2025

**S.O. 942.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.15/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of ICICI Bank Ltd. and their workmen.

[F.No. L-12012/09/2015- IR(B.I)]

SALONI, Dy. Director

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

**NO. CGIT/LC/R/15/2015**

**Present: P.K.Srivastava**

**H.J.S..(Retd)**

**Vikas Gupta**

S/o Shri Rajendra Kumar Gupta

150-B, Sheetal Nagar, Vijay Nagar

Square, Indore (M.P.)

**Applicant**

**Vs**

**Dy. General Manager**

Retail Business Group,



ICICI Bank Ltd.,  
Bandar Kurla Complex, Mumbai.

**Management**

**With**  
**CGIT/LC/RC/12/2014**

**Vikas Gupta**  
S/o Shri Rajendra Kumar Gupta  
150-B, Sheetal Nagar, Vijay Nagar  
Square, Indore (M.P.)

**Applicant**

**Vs**

**Dy. General Manager**  
Retail Business Group,  
ICICI Bank Ltd.,  
Bandar Kurla Complex, Mumbai.

**Management**

### **JUDGMENT**

**(Passed on this 07th day of May-2025)**

As per letter dated 30/01/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-12012/09/2015/IR(B-I) dt. 30/01/2015. The dispute under reference related to :-

1. ***“Whether Shri Vikas Gupta S/o. Rajendra Kumar Gupta, designated as Senior Development Officer in ICICI Bank is a workman under I.D. Act 1947 as per nature of job performed by him ?***
2. ***If so, whether the action of management of ICICI Bank in terminating the services of Shri Vikas Gupta S/o. Rajendra Kumar Gupta w.e.f. 07.08.2013 without following procedure under I.D. Act 1947 is justified ? If so, what relief Shri Vikas Gupta is entitled to ?”***

**The Applicant has also filed petition** under Section 2(A) (2 & 3) of the **Industrial Disputes Act 1949 (in short the Act)**, against termination of his services by the Management which is registered as RC/12/2014 in the same matter. Since, both the cases are with same facts, regarding same dispute between same parties the RC/12/2014 has been consolidated with the reference case R/15/2015. The reference case has been made the leading file.

**Case of the applicant is** that he had joined the Management as Senior Development Officer initially on probation under order of management dated 09.09.2011 his probation for one year. He was confirmed w.e.f 19.09.2012 vide order of management dated 02.10.2012 and was posted in Indore. He was assigned with the work of collecting documents pertaining to loan and other services from the customers, was required to do the work of consolidation of documents and forward the same to his superiors for necessary approvals and sanctions. He was also required to look into the complaints of the customers and forward the same to the superior officers for redressal. He was not working in any managerial or supervisory capacity. He was issued a termination order dated 07.08.2013 by management stating that his services were no more require as the Bank had lost confidence in him. This termination was issued to him as a surprise without issuing any show cause notice or any inquiry. He preferred an appeal against his termination before the Appellate Authority which was dismissed. According to the applicant, this action of management is unjust, illegal and arbitrary. He raised a dispute before the Regional Labour Commissioner conciliation failed, hence this reference and petition. He has thus prayed that, setting aside the order of Management dated 07.08.2013 terminating him from services, he be reinstated with all back-wages and benefits and be deemed in continuous service of Management.

**In its written statement/reply**, the Management has taken a case that *firstly*, the applicant is not a workman as defined u/s. 2(s) of the Act because he was working as an Officer of the Bank getting emoluments Rs. 22305/- and in managerial capacity. His work was redressal of complaints of customers which is a work of logical nature also his work was for asset verification etc. with respect to sanction of loan which is of supervisory/managerial nature. According to management, the main jobs assigned to the applicant were as follows :-

1. Sourcing and handling business.
2. Servicing customers queries.
3. Term loan installment collection.
4. Customer engagement visit.
5. Asset verification, post loan disbursal.
6. Creation of charge on the collateral land, etc.

This is also the case of management that many complaints in writing were received against the applicant by Kisan Credit Card holder and borrower Mahadev Kaushal on 12.06.2013 and Azad Patel as well Arif Patel on 13.06.2013 sent by the complainants to the Branch Manager. The applicant had put his explanation with respect to these complaints on 14.06.2013 in which he admitted in writing financial transaction of Rs. 50,000/- with borrower Ashiq Patel. According to management the Clause-3 of the appointment offer dated 09.09.2011 accepted by the applicant provided the following

*“After conformation, your services would be liable to be terminated by giving 90 days notice or on payment of 90 days gross salary in lieu of notice period.”*

The applicant was terminated from service by using this Clause after paying him 90 days advance salary by way of Cheque dated 07.08.2013. Management has also pleaded that having financial transactions with customers is unacceptable in banking, which was not followed by the applicant, hence his services were terminated and the Appellate Authority rightly dismissed his appeal against termination.

Following issues were framed by my learned Predecessor vide his order dated 13.05.2016:-

1. **Whether the first party is workman as defined under Section 2(S) of the Act.**
2. **Whether terminating services of the applicant without conducting full fledged inquiry is legal ?**
3. **Whether termination services of applicant without complying provision of I.D. Act is legal and justified ?**
4. **If not, to what relief the applicant is entitled to ?**

**In evidence**, the applicant filed his appointment letter/offer dated 09.09.2011, his conformation letter dated 10.02.2012, termination letter dated 07.08.2013, order of Appellate Authority, notice by Regional Labour Commissioner during conciliation proceedings issued to management and various postal receipts all admitted by management, hence marked Exb. W/1 to W/6. The applicant has also filed his affidavit as his examination in chief. He has been cross examined by management.

**Management has filed and proved** failure of conciliation report, pay slip of the applicant for August-2013, June-2013 and July-2013, three letters of applicant dated 14.06.2013 explaining the transactions alleged. Statement of Bank Account, statement of account of Ashiq Patel and the applicant all admitted by applicant marked Exb. M/1 to M/8. The management also filed certified statement of account of the applicant, which is marked as Exb. M/9. The management examined his witness Kapil Dev Singh on affidavit as his examination in chief. He has been cross examined by applicant learned Counsel.

**I have heard argument of Learned Counsel** Mr. Pranay Choubey for the applicant and Mr. Rahul Dubey for Management. I have gone through the record as well.

The first argument of Learned Counsel for Management is that the applicant is not a Applicant as defined under Section 2(s) of the Act and **secondly**, there is no illegality committed by Management in terminating services of petitioner in the light of his appointment contract.

Learned Counsel for applicant has replied the First argument on the ground that it is nowhere pleaded nor is proved by Management that the applicant is not a Applicant as defined under the Act. And **Secondly**, from the evidence on record which is almost not disputed, it is established that the termination is punitive, passed without enquiry hence the action of Management is arbitrarily, unjust and illegal.

### **Issue No. 1.**

Section 2(s) of the Act, which defines Applicant, is being reproduced as follows:

*2(s) "Workman" means any person including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—*

*(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or*

*(ii) who is employed in the police service or as an officer or other employee of a prison; or*

*(iii) who is employed mainly in a managerial or administrative capacity; or*

*(iv) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.....*

Learned Counsel for Management has relied on judgment of *Hon'ble High Court of Bombay in the case of Union Carbide (India) Ltd. V.s. Ramesh Kumbla and Others reported in MANU/MH/0073/1999 and another judgment of the same High Court in the case of Union Carbide (India) Ltd. V.s. D. Samuel and Others reported in MANU/MH/1713/1998*. In these two cases, after analyzing the judgment of various High Courts and Hon'ble Supreme Court, the Single Bench of Hon'ble Bombay High Court has summarized the principles on the basis of which it is to be decided whether the Applicant is in supervisory capacity or not. These tests mentioned in **Para 34 and 35** of the Judgment are being reproduced as follows:

**Para-34.** *In so far as the Apex Court is concerned, some of the tests laid down are:*

- (1) Designation is not material but what is important is the nature of work.*
- (2) Find out the dominant purpose of employment and not any additional duties the employee may be performing.*
- (3) Can he bind the Company/employer to some kind of decisions on behalf of the Company/employer.*
- (4) Has the employee power to direct or oversee the work of his subordinates.*
- (5) Has the power to sanction leave or recommend it; and*
- (6) Has he the power to appoint, terminate or take disciplinary action against workmen.*

**Para-35.** *From the judgment of this Court and the other High Courts some of the tests apart from what the Apex Court has stated are:*

- (a) Whether the employee can examine the quality of work and whether such work is performed in satisfactory manner or not;*
- (b) Does the employee have powers of assigning duties and distribution of work;*

- (c) *Can he indent material and distribute the same amongst the workmen;*
- (d) *Even though he has no authority to grant leave does he have power to recommend leave;*
- (e) *Are there persons working under him;*
- (f) *Has he the power to supervise the work of men and not merely machines;*
- (g) *Dos he mark the attendance of other employees;*
- (h) *Does he write the confidential reports of his subordinates.*

Learned Counsel for applicant has referred to judgment of Hon'ble Supreme Court in the case of *S.K. Maini vs. M/s. Carona Sahu Company*, (1994) 3 SCC 510. Para 9, 10 & 11 of this judgment are being reproduced as follows :-

*"9. After giving our careful consideration to the facts and circumstances of the case and the submissions made by the learned counsel for the parties, it appears to us that whether or not an employee is a workman under Section 2(s) of the Industrial Disputes Act is required to be determined with reference to his principal nature of duties and functions. Such question is required to be determined with reference to the facts and circumstances of the case and materials on record and it is not possible to lay down any strait-jacket formula which can decide the dispute as to the real nature of duties and functions being performed by an employee in all cases. When an employee is employed to do the types of work enumerated in the definition of workman under Section 2(s), there is hardly any difficulty in treating him as a workman under the appropriate classification but in the complexity of industrial or commercial organisations quite a large number of employees are often required to do more than one kind of work. In such cases, it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether he comes within the definition of workman or goes out of it. In this connection, reference may be made to the decision of this Court in *Burmah Shell Oil Storage and Distribution Co. of India Ltd. v. Burmah Shell Management Staff Assn.* [(1970) 3 SCC 378 : (1971) 2 SCR 758 : (1970) 2 LLJ 590] In *All India Reserve Bank Employees' Assn. v. Reserve Bank of India* [(1965) 2 LLJ 175 : AIR 1966 SC 305 : (1966) 1 SCR 25] it has been held by this Court that the word 'supervise' and its derivatives are not words of precise import and must often be construed in the light of context, for unless controlled, they cover an easily simple oversight and direction as manual work coupled with the power of inspection and superintendence of the manual work of others. It has been rightly contended by both the learned counsel that the designation of an employee is not of much importance and what is important is the nature of duties being performed by the employee. The determinative factor is the main duties of the employee concerned and not some works incidentally done. In other words, what is, in substance, the work which employee does or what in substance he is employed to do. Viewed from this angle, if the employee is mainly doing supervisory work but incidentally or for a fraction of time also does some manual or clerical work, the employee should be held to be doing supervisory works. Conversely, if the main work is of manual, clerical or of technical nature, the mere fact that some supervisory or other work is also done by the employee incidentally or only a small fraction of working time is devoted to some supervisory works, the employee will come within the purview of 'workman' as defined in Section 2(s) of the Industrial Disputes Act.*

*10. In *McLeod and Co. v. Sixth Industrial Tribunal*, W.B. [AIR 1958 Cal 273] P.B. Mukharji, J. of the Calcutta High Court as the learned Chief Justice then was, observed that whether a person was a workman within the definition of the Industrial Disputes Act would be the very foundation of the jurisdiction of the Industrial Tribunal. The court further observed that in order to determine the categories of service indicated by the use of different words like 'supervisory', 'managerial' and 'administrative', it was not necessary to import the notions of one into the interpretation of the other. The words such as 'supervisory', 'managerial' and 'administrative' are advisedly loose expressions with no rigid frontiers and too much subtlety should not be used in trying to precisely define where supervision ends and management begins or administration starts. For that would be theoretical and not practical. It has to be broadly interpreted from a common sense point of view where tests will be simple both in theory and in their application. The learned Judge further observed that a supervisor need not be a manager or an administrator and a supervisor can be a workman so long as he did not exceed the monetary limitation indicated in the section and a supervisor irrespective of his salary is not a workman who has to discharge function mainly of managerial nature by reasons of the duties attached to his office or of the powers vested in him. The aforesaid decision of the Calcutta High Court was noted with approval by this Court in *National Engineering Industries Ltd. v. Shri Kishan Bhageria* [1988 Supp SCC 82 : 1988 SCC (L&S) 428 : AIR 1988 SC 329].*

*11. It may be noted in this connection that in view of the amendment of Section 2(s) enlarging the ambit of the classification of various types of workmen except managerial force, entire labour force has been included within the definition of workman under Section 2(s) as has been indicated by this Court in *S.K. Verma v. Mahesh Chandra* [(1983) 4 SCC 214 : 1983 SCC (L&S) 510 : (1983) 3 SCR 799]. But if the principal function is of*

*supervisory nature, the employee concerned will not be workman only if he draws a particular quantum of salary at the relevant time as indicated in Section 2(s). In the instant case, it, however, appears to us that Shri Maini as Manager/In-charge of the shop was made responsible and liable to make good such amount of credit whether such sale on credit had been made by him or by any other member of the staff in employment under him with or without his knowledge. Under the terms and conditions of service, he was asked to take charge of the shop to which his service was transferred. Mr Maini, under the terms and conditions of service, was required to be held responsible and liable for any loss suffered by the Company due to deterioration of the quality of the stock or any part thereof and loss of any of the other articles lying in the shop caused by reason of any act of negligence and/or omission to take any precaution by the employees. Mr Maini was also required to notify the Company by trunk call and/or telegram not later than three hours after the discovery in the said shop of any fire, theft, burglary, loot or arson. He was required to investigate into the matter immediately and get the cause and amount of loss established by local authorities. Mr Maini as in-charge of the shop was required to keep and maintain proper accounts as approved by the Company indicating the exact amount to be paid from the receipts from the respective staff. Under Clause XIII of the terms and conditions of the service, Mr Maini would remain fully responsible to the Company for damages or loss caused by acts or commission of the loss of the employees of the shop. Under Clause XV of the terms and conditions of service, the shop in-charge was required to keep himself fully conversant with all the regulations in force which may come into force from time to time with regard to Octroi, Sales Tax and Shops and Commercial Establishments Act and/or any other local regulation applicable to the shop. Clause XXI indicates that non-compliance with any of the local or State Acts or Central Acts would be viewed seriously and Manager would be held responsible for any fine/penalty imposed and/or prosecution launched against the Company. It also appears that in the event of a salesman being absent, the shop in-charge is empowered to appoint temporary helper for the said period to work as acting salesman. Similarly, in the event of helper being absent, the shop manager is also empowered to appoint part-time sweeper and to entrust the work of a helper to a sweeper. Such functions, in our view, appear to be administrative and managerial. By virtue of his being in-charge of the shop, he was the principal officer-in-charge of the management of the shop. We therefore find justification in the finding of the High Court that the principal function of the appellant was of administrative and managerial nature. It is true that he himself was also required to do some works of clerical nature but it appears to us that by and large Shri Maini being in-charge of the management of the shop had been principally discharging the administrative and managerial work. A manager or an administrative officer is generally invested with the power of supervision in contradistinction to the stereotype work of a clerk. This Court in *Lloyds Bank Ltd. v. Panna Lal Gupta* [(1961) 1 LLJ 18 : AIR 1967 SC 428] has indicated that a manager or administrator generally occupies a position of command or decision and is authorised to act in certain matters within the limits of his authority without the sanction of his superior. In the instant case within the authority indicated in the terms and conditions of his service, Shri Maini was authorised to take decisions in the matter of temporary appointments and in taking all reasonable steps incidental to the proper running of the shop. Precisely for the said reason, Shri Maini had signed the statutory forms as an employer. It should be borne in mind that an employee discharging managerial duties and functions may not, as a matter of course, be invested with the power of appointment and discharge of other employees. It is not unlikely that in a big set-up such power is not invested to a local manager but such power is given to some superior officers also in the management cadre at divisional or regional level. The unit in a local shop may not be large but management of such small unit may fulfil the requirements and incidences of managerial functions. On a close scrutiny of the nature of duties and functions of the Shop Manager with reference to the admitted terms and conditions of service of Shri Maini, it appears to us that the High Court was justified in holding that the appellant was not a workman under Section 2(s) of the Industrial Disputes Act. In the aforesaid facts, it is not necessary to go into the question as to whether or not domestic enquiry had been properly conducted or the Enquiring Officer had acted with bias. It is also not necessary to decide for the purpose of the disposal of the appeal as to whether or not the Company was entitled to lead fresh evidence in support of the domestic enquiry before the Labour Court. The appeal is, therefore, dismissed without, however, any order as to cost."*

In another case of *Vandana Joshi vs. Standard Charter Bank* MANU/MH/1391/2010, decided by Hon'ble High Court of Bombay it has been laid down *that the question as to whether the employee is a applicant or not must be decided with reference to the dominant nature of the duties and responsibilities performed by employee.*

In the case of *Arkal Govind Rao vs. Ciba Geigy of India*, reported in (1985) 3 SCC 371, it was held that *the person concerned would not cease to be a applicant if he performs some supervisory duty but he must be a person engaged in supervisory duty and the test to be employed is what was the primary, basic or dominant nature of duties for which the person whose status is under inquiry was employed.*

Now analyzing the evidence in the case in hand on the basis of tests laid down in the aforesaid Judgments, it comes out that the role and duties of the Applicant/Petitioner have been defined in his letter of Appointment and have been mentioned above. In his affidavit as his examination in chief that he was assigned the work of collecting

documents pertaining to loan and others services from the customers in order to procure business for Bank. There was no employee working under him his job was sourcing and handling business, providing service queries to customers, term loan installment collection, customer engagement visits, forwarding of documents collected from customers to the Bank and also looking into the complaint of the customers and forwarding the same to the Bank Officers for redressal. He further stated that he was not assigned any managerial or supervisory. There is nothing in his cross examination on this point. The management witness Kapil Dev Singh, though has reiterated the case of management on this point but has stated in his cross-examination that the main work of the applicant was to procure business for Bank, he did not have any authority to grant leave or to sanction loan. No employee reported him about his work. This witness further states in his cross examination that the initial asset verification was done by an independent agency engaged by Bank under supervision of the applicant.

From the above statements, it is established that the applicant did not work in any supervisory or managerial capacity. **Hence, in the light of the proposition of law as discussed above, the applicant is held to be a workman as defined u/s. 2(s) of the Act and the case of the Management that applicant is not a workman under Section 2(s) of the act is held not proved.**

Issue no.-1 is answered accordingly.

### **Issue No. 2 & 3**

Since, these two issues are inter-related, they are being taken together.

As the letter dated 07.08.2013 by which the services of the applicant was terminated speaks his services were terminated in terms of the contract of employment dated 09.09.2011 as the Bank had lost confidence in him.

In the case *Deepti Prakash Banarjee vs. S.N. Bose National Centre for Basic Sciences, reported in (1999) 3 SCC 60*, it has been laid down that when the termination order used the word loss of confidence, the said order will be held to contain stigma and therefore punitive. Thus, the termination of the applicant in the case in hand is also held to be stigmatic.

Case of the management on this issue is that certain complaints were made by customers leveling allegations of coercion and demand of illegal money by the applicant. The applicant denied the allegations. This is also in evidence that the complainants withdrew their complaints. There was no inquiry conducted by management with regards to these complaints. With regards to other complaint that the applicant received Rs. 50,000/- from a customer of Bank in his account, the applicant is put a case that the customer was is personal friend and he took the amount is as temporary loan in emergency. He has explained these circumstances in his explanation dated 14.06.2023 There is nothing to show that the applicant, photocopy filed by management itself which are Exb. M/3, M/4 & M/5. In these circumstances, when the allegations were denied /explained, it was incumbent on management to conduct an inquiry regarding the truth of the allegations. This was not done by the management.

Article 311 of Constitution of India is being reproduced as follows :-

#### ***Article 311, Constitution of India 1950***

***(1) No person who is a member of a civil service of the Union or an all-India service or a civil service of a State or holds a civil post under the Union or a State shall be dismissed or removed by an authority subordinate to that by which he was appointed.***

***(2) No such person as aforesaid shall be dismissed or removed or reduced in rank until he has been given a reasonable opportunity of showing cause against the action proposed to be taken in regard to him:***

***Provided that this clause shall not apply—***

***(a) where a person is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on a criminal charge;***

***(b) where an authority empowered to dismiss or remove a person or to reduce him in rank is satisfied that for some reason, to be recorded by that authority in writing, it is not reasonably practicable to give to that person an opportunity of showing cause; or***

*(c) where the President or Governor or Rajpramukh, as the case may be, is satisfied that in the interest of the security of the State it is not expedient to give to that person such an opportunity.*

In the case of Rahul Tripathi vs. Rajiv Gandhi Shiksha Mission, reported in (2001) 3 MPLJ 616, Hon'ble High Court of M.P. has after referring the various decisions of Hon'ble Supreme Court, has held that when the termination is stigmatic and punitive, and it is not termination simplicitor it could be done only after inquiry.

*Hence, in the light of above discussion and findings, the termination of services of the applicant Vikas Gupta is held to be bad in law.*

Issue No.-2 & 3 are answered accordingly.

#### Issue No.-4

Learned Counsel for the workman has referred to following decision of Hon'ble the Apex Court, the relevant paragraphs are being reproduced as follows:-

*Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya*, (2013) 10 SCC 324 : (2014) 2 SCC (L&S) 184 : 2013 SCC OnLine SC 719 at page 354

36. *We may now deal with the judgment in J.K. Synthetics Ltd. v. K.P. Agrawal [(2007) 2 SCC 433 : (2007) 1 SCC (L&S) 651] in detail. The facts of that case were that the respondent was dismissed from service on the basis of inquiry conducted by the competent authority. The Labour Court held that the inquiry was not fair and proper and permitted the parties to adduce evidence on the charges levelled against the respondent. After considering the evidence, the Labour Court gave benefit of doubt to the respondent and substituted the punishment of dismissal from service with that of stoppage of increments for two years. On an application filed by the respondent, the Labour Court held that the respondent was entitled to reinstatement with full back wages for the period of unemployment. The learned Single Judge dismissed the writ petition and the Division Bench declined to interfere by observing that the employer had wilfully violated the order of the Labour Court. On an application made by the respondent under Section 6(6) of the U.P. Industrial Disputes Act, 1947, the Labour Court amended the award. This Court upheld the power of the Labour Court to amend the award but did not approve the award of full back wages.*
37. *After noticing several precedents to which reference has been made hereinabove, the two-Judge Bench observed : (J.K. Synthetics case [(2007) 2 SCC 433 : (2007) 1 SCC (L&S) 651] , SCC pp. 448-50, paras 17-21)*
  - "17. There is also a misconception that whenever reinstatement is directed, 'continuity of service' and 'consequential benefits' should follow, as a matter of course. The disastrous effect of granting several promotions as a 'consequential benefit' to a person who has not worked for 10 to 15 years and who does not have the benefit of necessary experience for discharging the higher duties and functions of promotional posts, is seldom visualised while granting consequential benefits automatically. Whenever courts or tribunals direct reinstatement, they should apply their judicial mind to the facts and circumstances to decide whether 'continuity of service' and/or 'consequential benefits' should also be directed. ...*
  18. *Coming back to back wages, even if the court finds it necessary to award back wages, the question will be whether back wages should be awarded fully or only partially (and if so the percentage). That depends upon the facts and circumstances of each case. Any income received by the employee during the relevant period on account of alternative employment or business is a relevant factor to be taken note of while awarding back wages, in addition to the several factors mentioned in Rudhan Singh [Haryana Roadways v. Rudhan Singh, (2005) 5 SCC 591 : 2005 SCC (L&S) 716] and Uday Narain Pandey [U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, (2006) 1 SCC 479 : 2006 SCC (L&S) 250] . Therefore, it is necessary for the employee to plead that he was not gainfully employed from the date of his termination. While an employee cannot be asked to prove the negative, he has to at least assert on oath that he was neither employed nor engaged in any gainful business or venture and that he did not have any income. Then the burden will shift to the employer. But there is, however, no obligation on the terminated employee to search for or secure alternative employment. Be that as it may.*

19. *But the cases referred to above, where back wages were awarded, related to termination/retranchment which were held to be illegal and invalid for non-compliance with statutory requirements or related to cases where the Court found that the termination was motivated or amounted to victimisation. The decisions relating to back wages payable on illegal retranchment or termination may have no application to the case like the present one, where the termination (dismissal or removal or compulsory retirement) is by way of punishment for misconduct in a departmental enquiry, and the court confirms the finding regarding misconduct, but only interferes with the punishment being of the view that it is excessive, and awards a lesser punishment, resulting in the reinstatement of employee. Where the power under Article 226 or Section 11-A of the Industrial Disputes Act (or any other similar provision) is exercised by any court to interfere with the punishment on the ground that it is excessive and the employee deserves a lesser punishment, and a consequential direction is issued for reinstatement, the court is not holding that the employer was in the wrong or that the dismissal was illegal and invalid. The court is merely exercising its discretion to award a lesser punishment. Till such power is exercised, the dismissal is valid and in force. When the punishment is reduced by a court as being excessive, there can be either a direction for reinstatement or a direction for a nominal lump sum compensation. And if reinstatement is directed, it can be effective either prospectively from the date of such substitution of punishment (in which event, there is no continuity of service) or retrospectively, from the date on which the penalty of termination was imposed (in which event, there can be a consequential direction relating to continuity of service). What requires to be noted in cases where finding of misconduct is affirmed and only the punishment is interfered with (as contrasted from cases where termination is held to be illegal or void) is that there is no automatic reinstatement; and if reinstatement is directed, it is not automatically with retrospective effect from the date of termination. Therefore, where reinstatement is a consequence of imposition of a lesser punishment, neither back wages nor continuity of service nor consequential benefits, follow as a natural or necessary consequence of such reinstatement. In cases where the misconduct is held to be proved, and reinstatement is itself a consequential benefit arising from imposition of a lesser punishment, award of back wages for the period when the employee has not worked, may amount to rewarding the delinquent employee and punishing the employer for taking action for the misconduct committed by the employee. That should be avoided. Similarly, in such cases, even where continuity of service is directed, it should only be for purposes of pensionary/retirement benefits, and not for other benefits like increments, promotions, etc.*
20. *But there are two exceptions. The first is where the court sets aside the termination as a consequence of employee being exonerated or being found not guilty of the misconduct. Second is where the court reaches a conclusion that the inquiry was held in respect of a frivolous issue or petty misconduct, as a camouflage to get rid of the employee or victimise him, and the disproportionately excessive punishment is a result of such scheme or intention. In such cases, the principles relating to back wages, etc. will be the same as those applied in the cases of an illegal termination.*
21. *In this case, the Labour Court found that a charge against the employee in respect of a serious misconduct was proved. It, however, felt that the punishment of dismissal was not warranted and therefore, imposed a lesser punishment of withholding the two annual increments. In such circumstances, award of back wages was neither automatic nor consequential. In fact, back wages was not warranted at all."*
38. *The propositions which can be culled out from the aforementioned judgments are:*
- 38.1. *In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.*
- 38.2. *The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors.*
- 38.3. *Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal*



*to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.*

38.4. *The cases in which the Labour Court/Industrial Tribunal exercises power under Section 11-A of the Industrial Disputes Act, 1947 and finds that even though the enquiry held against the employee/workman is consistent with the rules of natural justice and/or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved, then it will have the discretion not to award full back wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charge, then there will be ample justification for award of full back wages.*

38.5. *The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimising the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee/workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.*

38.6. *In a number of cases, the superior courts have interfered with the award of the primary adjudicatory authority on the premise that finalisation of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalised. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given to the order of reinstatement. The courts should bear in mind that in most of these cases, the employer is in an advantageous position vis-à-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of the sufferer i.e. the employee or workman, who can ill-afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases it would be prudent to adopt the course suggested in Hindustan Tin Works (P) Ltd. v. Employees [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53].*

38.7. *The observation made in J.K. Synthetics Ltd. v. K.P. Agrawal [(2007) 2 SCC 433 : (2007) 1 SCC (L&S) 651] that on reinstatement the employee/workman cannot claim continuity of service as of right is contrary to the ratio of the judgments of three-Judge Benches [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] , [Surendra Kumar Verma v. Central Govt. Industrial Tribunal-cum-Labour Court, (1980) 4 SCC 443 : 1981 SCC (L&S) 16] referred to hereinabove and cannot be treated as good law. This part of the judgment is also against the very concept of reinstatement of an employee/workman.*

The applicant has alleged that he has not been gainfully employed anywhere after termination of his services. He has corroborated his this allegation in affidavit filed by him as his examination in chief. He has not been cross examined by management on this point. There is no evidence by management to rebut this allegation, hence the allegation of the applicant that he has not been in any gainful employment since the date of his termination from service is held proved, the applicant does not deserve to any back wages.

After considering all the facts and circumstances of the case in hand, and in the light of findings recorded above as well the settled proposition of law laid down as above, the reinstatement of the workman with 50% wages payable to him within 30 days from the date of the publication of the Award, failing which interest @ of 6% per annum from the date of Award till payment. and other in service as well post retiral benefits will meet the ends of justice to which the workman is held entitled.

Issue no.-4 is answered accordingly.

Accordingly, the Reference and Petition are answered as follows :-

**AWARD**

**Holding the action of management of ICICI Bank in terminating the services of the applicant Vikas Gupta vide order dated 07.08.2013 against law and unjust, the workman is held entitled to be reinstated from the date of termination of his services with 50% back wages payable to him within 30 days from the date of the publication of the Award, failing which interest @ of 6% per annum from the date of Award till payment and all in service as well post retiral benefits.**

**No order as to cost.**

DATE:-07/05/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 जून, 2025

**का.आ. 943.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.ए.एस.आर.आई.;कम्पलीट ऑफिस सोल्यूशन (सी.ओ.एस.) के प्रबंधन के संबद्ध नियोजकों और श्री लक्ष्मण प्रसाद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 125/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल – 42025-07-2025-120-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd June, 2025

**S.O. 943.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 125/2022) of the **Central Government Industrial Tribunal cum Labour Court— II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **I.A.S.R.I.; Complete Office Solution (COS)** and, **Sh. Laxman Prasad** which was received along with soft copy of the award by the Central Government on 30.04.2025.

[F.No. L-42025-07-2025-120-IR (DU)]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVERNMENT INDSTRITIAL TRIBUNAL – CUM – LABOUR COURT-II,  
NEW DELHI**

**I.D. NO. 125/2022**

**Sh. Laxman Prasad, S/o Sh. Bhagwan Das,**  
**R/o-** 19-WZ, 104 Block-WZ, Dasghara Village, IARI,  
Delhi-110012.  
Through-Sh. Ram Ji Singh Advocate,  
Chamber no. F-609, Karkardooma Court,  
Delhi-110032.

**VERSUS**

- I.A.S.R.I,**  
Campus Pusa, New Delhi-110012.
- Complete Office Solution (COS),**  
Head Office: 01/56-D, 01<sup>st</sup> Floor, Office No. 105,  
Lalita Park, Laxmi Nagar, Delhi-110092.

**AWARD**

1. This is an application U/s **2A of the Industrial Disputes Act (here in after is referred as an Act)** filed by the claimant.
2. Claimant in his claim statement has stated that he was working with the management-1 through M-2 who is a contractor since 2016 as a Guard and his last drawn salary was Rs. 16,957/-. He did his work well and has not given any chance of making any complaint to the management nor was he charged while he was in service. Since beginning management has not been providing any legal facility i.e. appointment letter, Annual and casual leave money and ESI etc. When the workman demanded for said legal benefits, management had terminated his services illegally on 22.06.2021 without giving any reason and prior notice. Management had clearly refused to pay the earned salary and other types of statutory dues, which is completely illegal. Thereafter, he had gone to the conciliation officer, but it was resulted into failure. Hence, he filed the present claim with the prayer that he be reinstated with full back wages. He is jobless since the date of his termination.
3. M-1 has filed its WS denying the averment made in the claim statement of the claimant. He also submitted that claim of the claimant is not maintainable and liable to be dismissed as he was never employed of M-1, he was the employee of M-2.
4. M-2 was proceeded ex-parte vide order dated 20.02.2023.
5. After completion of the pleadings, following issues have been framed on 18.03.2024 i.e.-
  - (i) Whether the workman is terminated illegally by the management. (OPW)
  - (ii) Relief, if any.
6. Now, the matter is listed for workman evidence. However, neither the workman nor his AR has been appearing since long to substantiate his claim.
7. In these circumstances, when the claimant is interested in perusing his case, this tribunal has no option but to dismiss his claim. Hence, his claim stands dismissed. Award is passed accordingly. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Date: 23.04.2025

नई दिल्ली, 2 जून, 2025

**का.आ. 944.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, भारतीय सुदूर संवेदन संस्थान; सचिव, उज्ज्वल श्रम संविदा सहकारी समिति लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री रॉबर्ट जॉन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 176/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल – 42025-07-2025-121-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd June, 2025

**S.O. 944.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 176/2020) of the **Central Government Industrial Tribunal cum Labour Court– II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Indian Institute of Remote Sensing; The Secretary, Ujjawal Labour Contract Co-Operative Society Ltd.,** and, **Sh. Robert John** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-42025-07-2025-121-IR (DU)]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI**  
**ID No. 176/2020**

**Sh. Robert John, S/o Sh. Michal John,**  
Qr. No.- 18, NIVH, 116, Rajpur Road,  
Dehradun, Uttarakhand-248001.

Versus

3. The Director,  
**Indian Institute of Remote Sensing,**  
4, Kalidas Road, Dehradun, Uttarakhand-248001.
4. The Secretary,  
**Ujjawal Labour Contract Co-Operative Society Ltd.,**  
50/100, Krishan Nagar, Near Hotel Lalit Palace,  
Dehradun, Uttarakhand-248001.

**Award**

The appropriate Government has sent the reference referred dated 08.10.2020 to this tribunal for adjudication in the following words:

***“Whether the termination of the service of Shri Robert John S/o Shri Michal John, who was engaged in Indian Institute of Remote Sensing, Dehradun from 2008 to 2013 and thereafter by M/s Ujjawal Labour Contract Co-operative Society Ltd., Dehradun, Contractor of IIRS, for the period October, 2013 to December, 2019 is proper and justified.***

***If not, to what relief, the workman is entitled to?”***

After receiving the said reference, notice was issued to both the parties. Both the parties have appeared. Claimant had stated in the claim statement that he was working as Gym Coach or Gym Instructor in the gymnasium of Indian Institute of Remote Sensing, (Indian Space Research Organization, Department of Space Government of India) on contract basis from 01.10.2008 through management-2 (contractor). He was assigned major work during the job period and his work performance is quite professional and satisfactory. He was paid Rs. 5,000/- on starting by the management-1 and also given assurance a letter dated 14.05.2012 to increase in the Gym Instructor emoluments. He did his duty with diligently and honestly and did not give any chance to the management for any complaint. He had raised the demand of PF & ESI and other remuneration for the period 2008 to 2013 and had been demanding the increase in his salary in front of CMD of the management no. 1. Thereafter, he was illegally terminated by the management on 31.12.2019 without assigning any reason or without issuing any notice. He had filed an application before the Assistant Labour Commissioner (C), Dehradun on dated 14.01.2020 against the respondent-1, but, it has resulted into failure. Hence, he has filed the present claim.

Management-1 had filed its WS denying the averment made in the claimant's claim. He also submitted that workman was absconding from his work from 12.12.2019, and since then he has not joined his services and further the workman instead of joining his duty with the management, filed a resignation letter. He submitted that claim of the claimant is being devoid of merits is not maintainable under law and the same is liable to be dismissed. Management-2 was already proceeded ex-parte on 08.12.2022.

After completion of the pleadings, following issues have been framed on 17.03.2023 i.e.-

1. Whether the proceeding is maintainable?
2. Whether there exists employer and employee relationship between the claimant and the management no. 1?
3. Whether the service of the claimant was illegally terminated by the management no. 1?
4. Whether the contract between the management no. 1 and 2 was sham?
5. To what relief the claimant is entitled to and from which date?

Now, the matter is listed for reply and consideration of the application filed by M-1 under order 06 rule 17 for amendment in written statement. However, no one is appearing on behalf of the claimant. On the last date of hearing, upon being informed telephonically, AR for the claimant did not give any satisfactory reason for his absence.

Additionally a cost of Rs. 1,000/- was also imposed upon the workman for his non-appearance on the subsequent dates, but still he is not appearing.

In these circumstances, when the claimant is not interested to peruse his case. His claim stands dismissed. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated: 05.03.2025

नई दिल्ली, 2 जून, 2025

**का.आ. 945.**— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के इंडिया टूरिज्म डेवलपमेंट कारपोरेशन(आईटीडीसी); अशोक होटल; उत्तराखंड पूर्व सैनिक कल्याण निगम लिमिटेड (यूपीएनएल) के प्रबंधन के संबद्ध नियोजकों और आईडी नंबर 102/2020- श्री. मुकेश प्रसाद सत्या; आईडी नंबर 103/2020- श्री. सुखबीर सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 102 & 103/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल – 42025-07-2025-122-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd June, 2025

**S.O. 945.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 102 & 103/2020) of the **Central Government Industrial Tribunal cum Labour Court– II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **India Tourism Development Corporation (ITDC); The Ashoka Hotel, Uttarakhand Purv Sainik Kalyan Nigam Ltd. (UPNL)** and, **ID No. 102/2020- Sh. Mukesh Prasad Satya; ID No. 103/2020- Sh. Sukhbir Singh** which was received along with soft copy of the award by the Central Government on 30.04.2025.

[F.No. L-42025-07-2025-122-IR (DU)]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI**

**ID No. 102/2020**

**Sh. Mukesh Prasad Satya, S/o Late Sh. Nasib Lal,**

Through- Delhi Karamchhari Sangh, W-4, Infront of Kalkaji Bus Depot, Govindpuri, New Delhi-110019.

**ID No. 103/2020**

**Sh. Sukhbir Singh, S/o Sh. Nand Lal,**

Through- Delhi Karamchhari Sangh, W-4, Infront of Kalkaji Bus Depot, Govindpuri, New Delhi-110019.

Versus

1. The Chairman & Managing Director of,  
**India Tourism Development Corporation (ITDC),**  
Scope Complex, Core-6, Lodhi Road, New Delhi-110003.

2. **The Ashoka Hotel,**  
Chankyapuri, New Delhi-110021.

3. **Uttarakhand Purv Sainik Kalyan Nigam Ltd. (UPNL)**  
Project Office-301-C, 3<sup>rd</sup> Floor, Nehru Complex,  
Pandav Nagar, New Delhi-110092.

**AWARD**

By this composite order, I shall dispose of these two applications of **U/S 2A of the Industrial Disputes Act (herein after referred as an Act)** filed by the different claimants against the same respondents, because of having the common respondents and same cause of action, these cases are taken together for deciding these cases.

2. Claimants in their claim statements had stated that they were working with the management-1 & 2 through contractor at the post of Security Guard since January, 2010 and November, 2010 at the last drawn salary Rs. 17,500/- per month respectively. They were working under the supervision and control of M-1 & 2. The M-1 & 2 is the Principle employer of M-3. The M-1 & 2 had given contract of manpower to M-3. During the course of their employment, M-2 had appointed different contractor. M-2 had engaged the management-3 as contractor. The management-2 used to take work to workman through M-3. They used to work sincerely, honestly and their service record was well satisfactory and they did not give any chance of complaint to the managements. Managements did not issue any appointment letter, attendance card, leave book, pay slip, HRA, etc. to them. They were also deprived from their legal benefits i.e. off, leaves, bonus, overtime by the managements. They demanded the same to the managements to provide the above said legal facilities, but the managements did not provide the same and started harassing and threatening them to terminate their services. Thereafter, the services of workmen were terminated by the managements on 03.10.2017 respectively without paying the earned wages for the month of Oct, 2017, and without issuing any notice. They have filed the written complaint before the Deputy Labour Commissioner, Central Jeewan Deep Building, New Delhi. Workmen has sent the demand notice to the managements and demanded for reinstatement with full back wages, but the managements have neither replied to the said demand notice of the workmen despite receiving the same nor have reinstated the workmen. Thereafter, the workmen initiated the conciliation proceedings before the Conciliation Officer, Central Government, Jeewan Deep Building, New Delhi, but it was resulted into failure. Hence, they have filed their present claims with the prayer that they be reinstated in services with full back wages.

3. Written statement has been filed by the M-1 & 2 stating that claims of the claimants are not maintainable as there has never been relationship of employee and employer between the claimants and the M-1 & 2. He submits that claims of the claimants are liable to be dismissed.

4. Management-3 in its WS has stated that claimants were the civilians and were being employed by them under the contract of service, but after completing three months from where management has joined the contract, the claimants completed their period under the contract of services as a Civilian as mentioned in clause 5 of the agreement made with ITDC. He further stated that he was legally bound to deploy only employee ESM/EX CAPF. On dated 18.10.2017 management-3 issued a notice that the claimants have completed the time mentioned as per the contract clause after 15 days of issuing notice from management no. 3 asked the claimants to discontinue their services. Therefore, there is no more privity of contract left between management-3 and the claimants, and accordingly, their claims under the Industrial Disputes Act, 1947 is not legally maintainable and is liable to be rejected.

5. Claimants were required to file their rejoinder, however, they had not appeared for the last several dates, therefore, their right to file the rejoinder was closed. Now, these matters are listed for framing of issues, but, still these workmen have not appearing despite providing a number of opportunities.

6. In these circumstances, when the claimants have not been appearing since long to substantiate their claim, it appears that they are not interested in pursuing their case. This tribunal has no option except to pass the no disputant award. No dispute award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated: 10.03.2025

नई दिल्ली, 2 जून, 2025

**का.आ. 946.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के इंडिया टूरिज्म डेवलपमेंट कारपोरेशन(आईटीडीसी); अशोक होटल; उत्तराखंड पूर्व सैनिक कल्याण निगम लिमिटेड (यूपीएनएल) के प्रबंधन के संबंध में नियोजकों और श्री बिजेन्द्र के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 16/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल – 42025-07-2025-123-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd June, 2025

**S.O. 946.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2021) of the **Central Government Industrial Tribunal cum Labour Court— II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **India Tourism Development Corporation (ITDC); The Ashoka Hotel, Uttarakhand Purv Sainik Kalyan Nigam Ltd. (UPNL)** and **Sh. Bijendra** which was received along with soft copy of the award by the Central Government on 30.04.2025.

[F.No. L-42025-07-2025-123-IR (DU)]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI****ID No. 16/2021****Sh. Bijender, S/o Sh. Hari Singh,**

Through- Delhi Karamchari Sangh, W-4, Infront of Kalkaji Bus Depot, Govindpuri, New Delhi-110019.

Versus

1. The Chairman & Managing Director of,  
**India Tourism Development Corporation (ITDC),**  
Scope Complex, Core-6, Lodhi Road, New Delhi-110003.
2. **The Ashoka Hotel,**  
Chankyapuri, New Delhi-110021.
3. **Uttarakhand Purv Sainik Kalyan Nigam Ltd. (UPNL)**  
Project Office-301-C, 3<sup>rd</sup> Floor, Nehru Complex,  
Pandav Nagar, New Delhi-110092.

**AWARD**

This is an application U/s **2A of the Industrial Disputes Act, 1947 (hereinafter referred as an 'Act')** filed by the claimant. Claimant in his claim statement had stated that he was working with the management-1 & 2 through contractor at the post of Security Guard since January, 2009 at the last drawn salary Rs. 17,500/- per month. He was working under the supervision and control of M-1 & 2. The M-1 & 2 is the Principle employer of M-3. The M-1 & 2 had given contract of manpower to M-3. During the course of his employment, M-2 had appointed different contractor. M-2 had engaged the management-3 as contractor. The management-2 used to take work to workman through M-3. He used to work sincerely, honestly and his service record was well satisfactory and he did not give any chance of complaint to the managements. Managements did not issue any appointment letter, attendance card, leave book, pay slip, HRA, etc. to him. He was also deprived from legal benefits i.e. weekly off, leaves, bonus, overtime by the managements. He demanded the same to the managements to provide the above said legal facilities, but the managements did not provide the same and started harassing and threatening him to terminate his services. Thereafter, the service of workman was terminated by the managements on 30.10.2017 without paying the earned wages for the month of Oct, 2017, and without issuing any notice. They have filed the written complaint before the Deputy Labour Commissioner, Central Jeewan Deep Building, New Delhi. Workmen has sent the demand notice to the managements and demanded for reinstatement with full back wages, but the managements have neither replied to the said demand notice of the workmen despite receiving the same nor have reinstated the workmen. Thereafter, the workmen initiated the conciliation proceedings before the Conciliation Officer, Central Government, Jeewan Deep Building, New Delhi, but it was resulted into failure. Hence, they have filed their present claims with the prayer that they be reinstated in services with full back wages.

2. Management-1 & 2 was proceeded ex-parte on 31.10.2022. Management-3 in its WS has stated that claimant was never employed by the management-3 under any contract of service, but he was an employee of an independent contractor of the management no. 1 & 2, which used to supervise and control the working of the claimant and pay his wages. Therefore, there is no privity of contract between management no. 3 and the claimant. He further submitted that claim of the claimant is not legally maintainable and is liable to be rejected.
3. After completion of the pleadings, following issues have been framed on 06.02.2023 i.e.

1. Whether there exists employer and employee relationship between the claimant and the management no. 3?
2. Whether the service of the claimant was illegally terminated by the management.
3. To what relief the claimant is entitled to and from which date?
4. The matter is listed for workman evidence as well as filing of reply of application filed by the management-3. Workman is not appearing since long to substantiate his claim, inspite of providing a number of opportunities.
5. In these circumstances, when the claimant has not been appearing since long to substantiate his claim, it appears that he is not interested to pursue his case. His claim stands dismissed. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated: 24.03.2025

नई दिल्ली, 2 जून, 2025

**का.आ. 947.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड; वी-इंस्पायर फैसिलिटी मैनेजमेंट के प्रबंधन के संबंधित नियोजकों और श्री कृष्ण कुमार गुप्ता के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 22/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल – 42025-07-2025-124-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd June, 2025

**S.O. 947.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/2021) of the **Central Government Industrial Tribunal cum Labour Court– II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Delhi Metro Rail Corporation Ltd.; V-Inspire Facility Mgt.** and, **Sh. Krishan Kumar Gupta** which was received along with soft copy of the award by the Central Government on 30.04.2025.

[F.No. L-42025-07-2025-124-IR (DU)]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI**

**ID No. 22/2021**

**Sh. Krishan Kumar Gupta,**  
C/o Smt. Resham (Jr. Asst.) CB-370,  
Manappuram Finance Ltd. Nariana Ring Road, New Delhi-110028.

Versus

**4. The Chairman,**  
**Delhi Metro Rail Corporation Ltd.,**  
Metro Bhawan, 3<sup>rd</sup> Floor, A-Wing, Fire Bridge Lane,  
Barakhamba Road, New Delhi-110001.

**5. V-Inspire Facility Mgt.**  
Tower A, Ansal Corporation Plaza, 309 to 3014,  
2<sup>nd</sup> Floor, Palam Vihar, Gurgaon-122017.

**AWARD**

1. This is an application U/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred as an 'Act') filed by the claimant. Claimant in his claim statement had stated that he was appointed as "House Keeping Boy" on 14<sup>th</sup> March 2018. The employ code of the workman was Emp. No. H5225 and he joined the management on the wages of



Rs. 365/- per day. The last wages of the workman was Rs. 12,506/- per month. He always performed his duties with hard work and due diligence and to the entire satisfaction of the managements and he never gave a single chance of any type of complaint to the managements during his service period. The work done by the workman was of permanent nature, but the managements termed the same daily wage or contractual employee. He was deprived from legal benefits and was never issued any appointment letter to him despite of his repeated request. On 28.09.2020, when the workman reported duty, it was informed by the management that his services is not required from 29.09.2020 and he need not to come on his duties from 29.09.2020, thus the services of the workman was terminated illegally without assigning any reason, without issuing any show cause notice or without conducting any domestic enquiry. He has worked more than 240 days in every year and in the year proceeding to his termination. After termination of services, the workman visited the office of the management time and again for his reinstatement, but all in vain. Finding no alternative, the workman filed a complaint before the Assistant Labour Commissioner, Jeevan Deep Building, Sansad Marg, New Delhi-110001 and the matter was referred for conciliation. M-2 appeared through Video Conferencing but due to the rigid attitude of the managements the conciliation proceeding was resulted into failure. Hence, He filed the present claim with the prayer that he be reinstated in services with full back wages.

2. Management-1 in its WS has stated there is no employer-employee relationship between the claimant and M-1. He further submitted that claim of the claimant is not legally maintainable and liable to be dismissed. M-2 was already proceeded ex-parte vide order dated 30.11.2022.

3. After completion of the pleadings, following issues have been framed on 01.03.2023 i.e.

1. Whether the proceeding is maintainable?
2. Whether they exists employer and employee relationship between the M-1 and the claimant?
3. Whether the service of the claimant was illegally terminated by the managements?
4. To what relief to workmen is entitled to, from whom, and from which date?

4. The matter is listed for examination in chief and cross-examination of the workman. Workman has not been appearing since long to substantiate his claim, inspite of providing a number of opportunities.

5. In these circumstances, when the claimant has not been appearing since long to substantiate his claim, it appears that he is not interested to pursue his case. His claim stands dismissed. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated: 27.03.2025

नई दिल्ली, 2 जून, 2025

**का.आ. 948.**— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के पूर्वी दिल्ली नगर निगम, दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री बाल किशन एवं 03 अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या ID No. 305/2021 को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल – 42025-07-2025-125-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd June, 2025

**S.O. 948.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID No. 305/2021) of the **Central Government Industrial Tribunal cum Labour Court- II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **East Delhi Municipal Corporation, Delhi** and, **Sh. Bal Kishan & 03 Others** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-42025-07-2025-125-IR (DU)]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR COURT-II,  
NEW DELHI**

**I.D. NO. 305/2021**

**(Reference No. L-42011/142/2021)**

Sh. Bal Kishan & 03 Others,  
Through-The General Secretary, Municipal Employees Union ,  
Aggarwal Bhawan, G.T. Road, Tis Hazari, Delhi-110054.

VERSUS

The Commissioner,  
**East Delhi Municipal Corporation,**  
Udyog Sadan, 2<sup>nd</sup> Floor, Plot No. 419,  
Patparganj Industrial Area, Delhi-110092.

**AWARD**

1. The appropriate Government has sent the reference referred dated 30.11.2021 to this tribunal for adjudication in the following words:

*“Whether demand of Sh. Bal Kishan S/o Sh. Babu Lal & 3 others through General Secretary, Municipal Employees Union vide letter dated 01.06.2019 for payment of all arrears of difference of salary on the principle of “Equal Pay for Equal Work” from their initial date of joining to these workers with all consequential benefits is proper, legal and justified? If yes, then for what relief these workers are entitled to and what other directions, if any, are necessary in the matter?”*

2. After receiving the reference workmen had filed the claim statement. W.S had been filed by the respondent. Workmen were required to file the rejoinder.

3. AR for the claimants has filed an application for passing no dispute award in the present case. In the application, AR for the workmen submitted that one of the workmen passed away and his legal heirs have not approached the authorized representatives of the workmen. She further submitted that the workmen were contacted by the AR multiple times, they communicated that they are unable to take the dispute forward.

4. In view of the AR for the claimant's submission, the present claim has resulted in No Dispute Award. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Date: 09.04.2025

नई दिल्ली, 2 जून, 2025

**का.आ. 949.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के मेसर्स भारती एयरटेल लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री चंदन सिंह अधिकारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या ID No. 147/2020 को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल – 42025-07-2025-126-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd June, 2025

**S.O. 949.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID No. 147/2020) of the **Central Government Industrial Tribunal cum Labour Court– II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bharti Airtel Ltd.** and **Sh. Chandan Singh Adhikari** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-42025-07-2025-126-IR (DU)]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR COURT-II,  
NEW DELHI**

**I.D. NO. 147/2020**

**(Reference No. L-42011/102/2020)**

**Sh. Chandan Singh Adhikari,**  
Through- General Mazdoor Trade Union,  
S-195/076, Shiv Mandir, In Front of Old Labour Office,  
Giri Nagar, Kalkaji, New Delhi-110019.

VERSUS

**M/s Bharti Airtel Ltd.**  
A-45, 1<sup>st</sup> Floor, Mohan Co-Operative  
Industrial Estate, New Delhi-110044.

**AWARD**

1. The appropriate Government has sent the reference referred dated 21.09.2020 to this tribunal for adjudication in the following words:

***“Whether the service of the worker Sh. Chandan Singh Adhikari represented through General Mazdoor Trade Union against the management of M/s. Telesonic Network Pvt. Ltd. has been terminated by the management under the garb of transfer letter dated 04.09.2018 and if so, to what relief is Sh. Chandan Singh Adhikari entitled and what directions are necessary in this regard?”***

2. After receiving the reference workman had filed his claim statement. W.S had been filed by the respondent and denied the averment made in his claim statement.
3. After completion of the pleadings, following issues have been framed vide order dated 01.02.2023 i.e.-
  1. Whether the proceeding is maintainable.
  2. Whether the service of the claimant was illegally terminated by the management on the grab of transfer from one place to another.
  3. To what relief the claimant is entitled to and from which date.
4. In the meanwhile, **M/s Bharti Airtel Ltd.** had moved an application under order 22 rule 10 of the CPC on 12.12.2023 for substituting itself in place of **M/s Telesonic Networks Pvt. Ltd.** because it had acquired the management. That application was allowed. M/s Bharti Airtel Ltd. was substituted in place of M/s Telesonic Networks Pvt. Ltd.
5. Now, the matter is listed for workman evidence. Workman is required to file his affidavit of evidence, but, neither the workman nor his AR is appearing from several dates to substantiate his claim.
6. In these circumstances, when the claimant is not interested in pursuing his case, this tribunal has no other option but to dismiss his claim. Hence, his claim stands dismissed. Award is passed accordingly. A copy

of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Date: 09.04.2025

नई दिल्ली, 2 जून, 2025

**का.आ. 950.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के राष्ट्रीय भवन निर्माण निगम लिमिटेड; शापूरजी पालोनजी एंड कंपनी प्रा. लिमिटेड; आर.जे. प्रोजेक्ट्स प्रा. लिमिटेड के प्रबंधन के संबंधित नियोजकों और आई.डी. संख्या 300/2022 श्री बृज लाल, आई.डी. संख्या 301/2022-श्री धर्मेन्द्र, आई.डी. संख्या 303/2022-श्री धनवीर यादव, आई.डी. संख्या 303/2022-श्री कौशलेन्द्र कुमार, आई.डी. संख्या 304/2022-श्री मुकेन्द्र, आई.डी. संख्या 305/2022-श्री नन्द लाल, आई.डी. संख्या 306/2022-श्री प्रदीप, आई.डी. संख्या 306/2022-श्री राम प्रकाश यादव, आई.डी. संख्या 308/2022-श्री धनंजय, आई.डी. संख्या 309/2022-श्री शैलेन्द्र, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या आई.डी. संख्या 300/2022 श्री बृज लाल, आई.डी. संख्या 301/2022-श्री धर्मेन्द्र, आई.डी. संख्या 303/2022-श्री धनवीर यादव, आई.डी. संख्या 303/2022-श्री कौशलेन्द्र कुमार, आई.डी. संख्या 304/2022-श्री मुकेन्द्र, आई.डी. संख्या 305/2022-श्री नन्द लाल, आई.डी. संख्या 306/2022-श्री प्रदीप, आई.डी. संख्या 306/2022-श्री राम प्रकाश यादव, आई.डी. संख्या 308/2022-श्री धनंजय, आई.डी. संख्या 309/2022-श्री शैलेन्द्र) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल – 42025-07-2025-127-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 2nd June, 2025

**S.O. 950.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. NO. 300/2022 Shri Brij Lal, I.D. NO. 301/2022-Shri Dharmender, I.D. NO. 303/2022-Shri Dhanveer Yadav, I.D. NO. 303/2022-Shri Kaushlendra Kumar, I.D. NO. 304/2022-Shri Mukendra, I.D. NO. 305/2022-Shri Nand Lal, I.D. NO. 306/2022-Shri Pradeep, I.D. NO. 306/2022-Shri Ram Prakash Yadav, I.D. NO. 308/2022-Shri Dhananjay, I.D. NO. 309/2022-Shri Shailendra,) of the Central Government Industrial Tribunal cum Labour Court– II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to National Building Construction Corporation Ltd.; Shapoorji Pallonji & Co. Pvt. Ltd.; R.J. Projects Pvt. Ltd., and I.D. NO. 300/2022 Shri Brij Lal, I.D. NO. 301/2022-Shri Dharmender, I.D. NO. 303/2022-Shri Dhanveer Yadav, I.D. NO. 303/2022-Shri Kaushlendra Kumar, I.D. NO. 304/2022-Shri Mukendra, I.D. NO. 305/2022-Shri Nand Lal, I.D. NO. 306/2022-Shri Pradeep, I.D. NO. 306/2022-Shri Ram Prakash Yadav, I.D. NO. 308/2022-Shri Dhananjay, I.D. NO. 309/2022-Shri Shailendra, which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-42025-07-2025-127-IR (DU)]

DILIP KUMAR, Under Secy.

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR  
COURT-II, NEW DELHI**

**I.D. NO. 300/2022**

**Sh. Brij Lal, S/o Sh. Dih Mehta,**  
Through-Authorised Representative- Nitika Bhola,  
B-40, 1<sup>st</sup> Floor, MCD Flats, Boulevard Road,  
Tis Hazari, Delhi-110054.

**I.D. NO. 301/2022**

**Sh. Dharmender, S/o Sh. Ram Prakash Yadav,**  
Through-Authorised Representative- Nitika Bhola,  
B-40, 1<sup>st</sup> Floor, MCD Flats, Boulevard Road,  
Tis Hazari, Delhi-110054.

**I.D. NO. 302/2022**

**Sh. Dhanveer Yadav, S/o Sh. Jangi Lal Yadav,**  
Through-Authorised Representative- Nitika Bhola,  
B-40, 1<sup>st</sup> Floor, MCD Flats, Boulevard Road,  
Tis Hazari, Delhi-110054.

**I.D. NO. 303/2022**

**Sh. Kaushlendra Kumar, S/o Sh. Ram Prakash Yadav,**  
Through-Authorised Representative- Nitika Bhola,  
B-40, 1<sup>st</sup> Floor, MCD Flats, Boulevard Road,  
Tis Hazari, Delhi-110054.

**I.D. NO. 304/2022**

**Sh. Mukendra, S/o Sh. Raj Pati Mahato Yadav,**  
Through-Authorised Representative- Nitika Bhola,  
B-40, 1<sup>st</sup> Floor, MCD Flats, Boulevard Road,  
Tis Hazari, Delhi-110054.

**I.D. NO. 305/2022**

**Sh. Nand Lal, S/o Sh. Rambachan Mali,**  
Through-Authorised Representative- Nitika Bhola,  
B-40, 1<sup>st</sup> Floor, MCD Flats, Boulevard Road,  
Tis Hazari, Delhi-110054.

**I.D. NO. 306/2022**

**Sh. Pradeep,**  
Through-Authorised Representative- Nitika Bhola,  
B-40, 1<sup>st</sup> Floor, MCD Flats, Boulevard Road,  
Tis Hazari, Delhi-110054.

**I.D. NO. 307/2022**

**Sh. Ram Prakash Yadav, S/o Sh. Jangi Lal Yadav,**  
Through-Authorised Representative- Nitika Bhola,  
B-40, 1<sup>st</sup> Floor, MCD Flats, Boulevard Road,  
Tis Hazari, Delhi-110054.

**I.D. NO. 308/2022**

**Sh. Dhananjay, S/o Sh. Lal Babu,**  
Through-Authorised Representative- Nitika Bhola,  
B-40, 1<sup>st</sup> Floor, MCD Flats, Boulevard Road,  
Tis Hazari, Delhi-110054.

**I.D. NO. 309/2022**

**Sh. Shailendra, S/o Sh. Surya Narayan Yadav,**  
Through-Authorised Representative- Nitika Bhola,  
B-40, 1<sup>st</sup> Floor, MCD Flats, Boulevard Road,  
Tis Hazari, Delhi-110054.

VERSUS

1. **National Building Construction Corporation Ltd.,**  
Head Office: NBCC Bhawan, Lodhi Road, New Delhi-110003.
2. **Shapoorji Pallonji & Co. Pvt. Ltd.,**  
07<sup>th</sup> Floor, Kanchanjunga Building,  
18, Barakhamba Road, New Delhi-110001.
3. **R.J. Projects Pvt. Ltd.,**  
C-18, Sector-105, Noida, Uttar Pradesh-201301.

**AWARD**

1. By this composite order, I shall dispose of these ten applications of U/S 2A of the **Industrial Disputes Act (here in after referred as an ‘Act’)** filed by the different claimants against the same respondents, because of having the common respondents and same cause of action, these cases are taken together for their illegal termination. Claims of the workmen are that they have been serving the management-1 through management-2 & 3. Name and particular of their employment are given below-

**List of Workmen**

Sr. no	Name	Post	Dates of Joining	Dates of Termination	Last drawn Salary
1	Brij Lal	Helper	18.11.2020	Nov, 2021	12,400/-
2	Dharmender	Helper	01.02.2021	Nov, 2021	12,400/-
3	Dhanveer Yadav	Fitter	01.02.2021	Nov, 2021	18,600/-
4.	Kaushlendra Kumar	Fitter	01.02.2021	Nov, 2021	18,600/-
5.	Mukendra	Fitter	18.11.2020	Nov, 2021	18,600/-
6.	Nand Lal	Fitter	01.05.2021	Nov, 2021	18,600/-
7.	Pradeep	Rigor	18.11.2020	Nov, 2021	15,500/-
8.	Ram Prakash Yadav	Fitter	01.02.2021	Nov, 2021	18,600/-
9.	Dhananjay	Fitter	01.05.2021	Nov, 2021	18,600/-
10	Shailender	Helper	01.02.2021	Nov, 2021	12,400/-

2. They had been doing their work with diligently and honestly. Their service records are clean and they have not given any complaint so far. During the services, management never provided any EL, CL, P.F and other benefits and overtime. Workmen many times requested to provide above said facilities and over time but the management never paid heed towards workmen and management stopped giving the earned wages to the workmen from March, 2021. Management took time in the pretext that there are some financial crises and they will give their entire dues of salary as soon as possible but the management never paid their due salary. When they demanded their earned wages from 01.03.2021 to 01.09.2021 then the management got annoyed and terminated their service on the above said dates without giving any reason. Workmen many times approached the management to reinstate their services, pay his earned wages and over time but the management never respond to the workmen. At the time of termination of services no seniority list was displayed, no notice was given, no notice pay was either offered or paid no services compensation was either offer & paid to the workmen. The impugned termination of services is violation of Section 25 (f), (g), & (h) of the Act. The demand notice was served upon to the managements, but no reply was received and it was presumed that the demand has been rejected. They had gone to the conciliation officer, but, no results were yielded. Hence, they have filed the present claims.

3. W.S has been filed by the respondent-1, stating that workmen were the employee of M-2 & 3. Therefore, the present claims are not maintainable against the M-1 and are liable to be dismissed.

4. Management-2 and Management-3 have also filed their respective WS, denying the averment made in the statement of claims of the claimants. They also submitted that their claims are liable to be dismissed.

5. After completion of the pleadings, following identical issues in all cases have been framed vide order dated 28.01.2025 i.e.-

1. Whether there existed any relationship of employee and employer between the claimants and management-1 (N.B.C.C.).
2. Whether services of the claimants had been terminated illegally and unjustifiably by management-2 & management-3.
3. Relief, if any.

6. Now, these matters are listed for workman evidence. However, neither the workmen nor their AR have been appearing from so many dates to substantiate their claims, despite providing a number of opportunities.

7. In these circumstances, when claimants have not been appearing since long to substantiate their claims, it appears that they are not interested to pursue their cases. Their claims stand dismissed. Awards are passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. These files are consigned to record room. A copy of this award is placed in each of the file.

ATUL KUMAR GARG, Presiding Officer

Date- 23.04.2025

नई दिल्ली, 2 जून, 2025

**का.आ. 951.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के दक्षिण दिल्ली नगर निगम के प्रबंधन के संबद्ध नियोजकों और श्री मदन कौशिक एवं 07 अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या ID No. 42/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल - 42025-07-2025-128-आईआर (डीयू)]

दिलीप कुमार, अवसर सचिव

New Delhi, the 2nd June, 2025

**S.O. 951.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID No. 42/2023) of the **Central Government Industrial Tribunal cum Labour Court- II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **South Delhi Municipal Corporation** and **Sh. Madan Kaushik & 07 Others** which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-42025-07-2025-128-IR (DU)]

DILIP KUMAR, Under Secy.

**BEFORE HON'BLE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL  
CUM-LABOUR COURT NO-II, ROUSE AVENUE DISTRICT COURT COMPLEX, I.T.O.,  
NEW DELHI-110002.**

**I.D. No.42/2023**

**Sh. Madan Kaushik & 07 Others,**  
Through- Delhi Nagar Nigam Sarve Karamchari  
Bhartiya Lokhit Morcha, RZ-45-B, M-Block,  
Dhansa Road, Gopal Nagar, Najafgarh,  
New Delhi-110043.

...Applicant/Claimant

**VERSUS**

The Commissioner,  
**South Delhi Municipal Corporation,**  
09<sup>th</sup> Floor, Civic Centre, J.L. Nehru Marg,  
Minto Road, New Delhi-110002.

...Managements/Respondents

**AWARD**

DATED : 21.05.2025

**Item No.-01**

ID No. 42/2023

21st, May, 2025

**Present:****Sh. Karunesh Shah, Ld. AR along with one of the claimant Sh. Rakesh Kumar.****Sh. Manik Ahluwalia, Ld. AR along with Sh. Bubulal Meena (School Inspector) for the management. Sh. Satish Kumar, Ld. AR for the management.**

At the outset, counsel for the respondent has stated that the reference is liable to be rejected because the workmen have been reinstated w.e.f. November, 2020 and they have been paid the salary for the month of August, 2020. Therefore, nothing remains to be decided in this reference now.

Record perused. Appropriate government vide letter dated 06.02.2023 had sent the reference to this Tribunal in the following words:

*“Whether demands of Delhi Nagar Nigam Sarve Karamchari Bhartiya Lokhit Morcha, Delhi i.r.t. Sh. Madan Kaushik & 7 Others (list attached) vide letter dated 08.10.2020 against the management of South Delhi Municipal Corporation (SDMC) regarding reinstatement of Sh. Mohan Kaushik & 7 Others back into service and payment of wages for the month of August, 2020 are proper, legal and justified? If yes, then for what reliefs the workers are entitled? What directions, if any, are necessary in the matter?”*

Sh. Rakesh Kumar, one of the claimant amongst 8 claimants has stated that all the workmen herein have been reinstated by the management w.e.f. November, 2020 and they have been paid the salary for the month of August, 2020. His statement is recorded separately.

In view of the above statement, nothing remains in this reference to decide. Hence, their claim stands dismissed as satisfied. Reference is answered accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 3 जून, 2025

**का.आ. 952.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II दिल्ली के पंचाट (35/2022) प्रकाशित करती है।

[फा.सं. एल-39025/01/2025- आई आर (बी-II)-13]

सलोनी, उप निदेशक

New Delhi, the 3rd June, 2025

**S.O. 952.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.35/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. II Delhi* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[F.No. L-39025/01/2025- IR(B-II)-13]

SALONI, Dy. Director



**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR  
COURT-II, NEW DELHI****I.D. NO. 35/2022**

**Sh. Prakash Kullu, S/o Sh. Deonis Kullu,**  
R/o 29/103-104, West Patel Nagar, New Delhi-110008.  
**Through-General Mazdoor Union,**  
F-49, Karampura, New Delhi-110015.

**VERSUS**

**The General Manager, Bank of Baroda,**  
Cottage No.-21, West Patel Nagar, New Delhi-110008.

**AWARD**

1.This is an application **U/s 2A of the Industrial Disputes Act (here in after is referred as an Act)** filed by the claimant.

2.Claimant in his claim statement has stated that he was working with the management since 2012 as a Peon and his last drawn salary was Rs. 12,000/- per month. He did his work well and has not given any chance of complaint to the management nor was he charged while he was in service. Since beginning management has not been providing any legal facility i.e. HRA, Pay Slip, Minimum Wages, ESI, PF, Leave Encashment, Casual Leave etc. When the workman demanded for said legal benefits, management had terminated his services illegally on 20.03.2021 without giving any reason and prior notice which is violation of provision of Section 25F and 25G of the ID Act. On 03.08.2021, the workman had sent a demand notice to the management through his union and the same was duly served upon the management, but the management has not reinstated to workman on duty. Thereafter, he had gone to the conciliation officer, but it was resulted into failure. Hence, he filed the present claim with the prayer that he be reinstated with full back wages.

3.Management has been already proceeded ex-parte vide order dated 12.10.2022.

4.Now, the matter is listed for ex-parte workman evidence. Claimant is required to file his affidavit, however, neither the workman nor his AR has been appearing since long to substantiate his claim.

5.In these circumstances, when the claimant is not interested in perusing his case, this tribunal has no option but to dismiss his claim. Hence, his claim stands dismissed. Award is passed accordingly. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. File is consigned to record room.

**ATUL KUMAR GARG, Presiding Officer**

Date: 23.05.2025

नई दिल्ली, 3 जून, 2025

**का.आ. 953.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं **II दिल्ली** के पंचाट (137/2019, 140/2019, 141/2019, 142/2019) प्रकाशित करती है।

[फा.सं. एल-12025/01/2025- आई आर (बी-1)-65]

सलोनी, उप निदेशक

New Delhi, the 3rd June, 2025

**S.O. 953.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.137/2019,140/2019,141/2019,142/2019) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court No. II Delhi* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[F.No. L-12025/01/2025– IR(B-I) -65]

SALONI, Dy. Director

**BEFORE CENTRAL GOVERNMENT INDSTRIAL TRIBUNAL – CUM – LABOUR  
COURT-II, NEW DELHI**

**I.D. NO. 137/2019**

**Sh. Ram Snehi, S/o Sh. Lakshmi Narayan,**  
R/o-F-67, Vishwas Park, Uttam Nagar,  
New Delhi-110059.

**I.D. NO. 140/2019**

**Sh. Jitender Kumar Singh, S/o Sh. Surya Singh,**  
R/o- House No.-29, Gali No. 24, Baprola Vihar,  
DC Nangli Sakrawati, Najafgarh, New Delhi-110043.

**I.D. NO. 141/2019**

**Sh. Pramod Kumar Yadav, S/o Sh. Jagraj Singh,,**  
R/- RZ- 20B/193, Gali No. 13, Durga Park, Palam Village,  
New Delhi-110045.

**I.D. NO. 142/2019**

**Sh. Lal Mani Gupta, S/o Sh. Ram Nihor Gupta,**  
R/- RZ-J-216/2, Plot No. 33, West Sagarpur, Nangal Raya.  
South West Delhi,-Delhi-110046.

VERSUS

1. **The Branch Manager, State Bank of India,**  
ATMS, Regional H.O.- SBI, 3<sup>rd</sup> Floor, Parliament Street,  
New Delhi-110001.
2. **C.I.S. Bureau Facility Services Pvt. Ltd.,**  
C-117, 2<sup>nd</sup> Floor Mayapuri Industrial Area, Phase-II,  
New Delhi-110064.

**AWARD**

1. By this composite order, I shall dispose of these four applications of U/S 2A of the **Industrial Disputes Act (here in after referred as an ‘Act’)** filed by the different claimants against the same respondents, because of having the common respondents and same cause of action, these cases are taken together for their illegal termination. Claims of the workmen are that they have been serving the management-1 through management-2. Name and particular of their employment are given below-

**List of Workmen**

Sr. no.	Name	Post	Dates of Joining	Dates of Termination	Last drawn Salary
1	Lal Mani Gupta	Security Guard	03.03.2014	01.06.2018	12,020/-
2	Pramod Yadav	Security Guard	03.03.2014	01.06.2018	12,020/-
3	Ram Snehi	Security Guard	03.03.2014	01.06.2018	12,020/-
4.	Jitender Kumar	Security Guard	24.03.2014	01.06.2018	12,020/-

2. They had been doing their work with diligently and honestly. Their service records are clean and they have not given any complaint so far. During the services, management never provided legal facilities like Increment money, Leave money, Bonus and ESI card facility, weekly leave etc. which the workmen had been demanding verbally. Due to this the employer immediately became angry and in a spirit of revenge, without prior notice, without paying sum compensation and by making their signs on some blank papers, claimants were terminated by the management on 01.06.2018 which is illegal and improper and is a violation of law U/s 25 (G) and (F) of the ID Act. They had gone to the conciliation officer, but, no results were yielded. Hence, they have filed the present claims.

3. W.S has been filed by the respondent-1, stating that M-1 neither appointed nor had terminated the services of the workmen. It is submitted that M-1 had no direct control as they worked under direct control and supervision of M-2, therefore, the present claims, being devoid of merits deserves to be dismissed.

4. Management-2 has also filed its WS. They had denied the averment made in their claim statements. M-2 submitted stated that claims of the claimants are not maintainable and is liable to be dismissed.

5. After completion of the pleadings, following identical issues in all cases have been framed vide order dated 23.10.2019 i.e.-

1. If the proceeding is maintainable.
2. Whether there exists relationship of employer and employee between State Bank of India – M1 and workmen.
3. Whether the workmen were employed by M-2.
4. Whether the service of the workmen were illegal terminated.
5. To what relief the workmen are entitled to.

6. Now, these matters are listed for workmen evidence. AR of the claimants **Sh. Sunil Saha** submitted that workmen are not in touch with him.

7. In these circumstances, when claimants have not been appearing since long to substantiate their claims, it appears that they are not interested in pursuing their cases. Their claims stand dismissed. Awards are passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. These files are consigned to record room. A copy of this award is placed in each of the file.

ATUL KUMAR GARG, Presiding Officer

Date- 15.05.2025

नई दिल्ली, 3 जून, 2025

**का.आ. 954.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (187/2014) प्रकाशित करती है।

[फा.सं. एल-12012/58/2014- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 3rd June, 2025

**S.O. 954.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.187/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[F.No. L-12012/58/2014- IR(B-II)]

SALONI, Dy. Director

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

Present: **Sri IRFAN QAMAR**  
Presiding Officer

Dated the 20th day of May, 2025

**INDUSTRIAL DISPUTE No. 187/2014**

Between:

Sri Sheikh Jani Pasha,  
S/o Shabbir,  
R/o H.No.1-9-4/B, gopalapuram,  
Ward No.11, Suryapet,  
Dist. Nalgonda.

..... Petitioner

AND

1. The General Manager,  
Canara Bank, Circle Office,  
Himayathnagar,  
Hyderabad.
2. The Branch Manager  
Canara Bank, Suryapet Branch,  
Dist. Nalgonda.

.... Respondents

Appearances:

For the Petitioner: M/s. M. Vijaya Kumar Goud, Advocates  
For the Respondent: M/s. B.N. Swamiji, Advocates

**A W A R D**

The Government of India, Ministry of Labour by its order No. L- 12012/58/2014- IR(B.II) dated 1.8.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Canara Bank and their workman. The reference is,

**THE SCHEDULE**

“Whether the action of the management of Canara Bank, Suryapet branch of Nalgonda district, Andhra Pradesh in terminating the service of Sri Sheikh Jani Pasha, Ex.Sweeper-cum-Peon is legal and justified? What relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No.184/2014 and notices were issued to the parties concerned.

2. **The averments made in the claim statement are as follows:**

It is submitted that the Petitioner was appointed as Sweeper cum Peon with 2<sup>nd</sup> Respondent from 21.9.2009, as vacancy was arose on compulsory retirement of earlier part time employee Smt. G. Laxmamma. At the time of appointment of Petitioner as sweeper Petitioner completed 9<sup>th</sup> class. The then Manager of 2<sup>nd</sup> Respondent verified certificates and then Petitioner was taken into service, however no order of appointment has been issued to Petitioner. Since then Petitioner is working with Respondent to utmost satisfaction of officials in the bank. Petitioner was

entrusted to sweep and clean entire bank premises, furniture and to arrange drinking water to staff and customers and to clean ATM center attached to the 2<sup>nd</sup> Respondent bank premises. Petitioner was also entrusted to work in bank as Peon and Petitioner used to work from 8:00AM to 5:30PM and sometimes Petitioner used to work in the office upto 8:00PM as per the instructions of management. It is further submitted that Managers of 2<sup>nd</sup> Respondent were transferred from time to time, however all of them recommended for regularization of service of Petitioner, Managers of 2<sup>nd</sup> Respondent made correspondence with their officials and requested for regularization of service of Petitioner. While being so the then manager namely Mr. Varadha Nagaiah from date of taking his charge, insisted to work at his residence in addition to working in bank during office hours, Petitioner obliged instructions and worked in house of said manager, Petitioner was entrusted to do all house hold work including washing clothes of Manager's family, wife of said Manager. Further insisted to wash utensils and to clean bathrooms, for which Petitioner avoided same, due to which said Manager formed grudge against Petitioner and orally terminated service of Petitioner on 14.1.2012 and appointed another woman of his choice. 2<sup>nd</sup> Respondent neither issued notice nor paid notice pay, that the oral termination by 2<sup>nd</sup> Respondent is nothing but bidding farewell in an unceremonious way by giving a go bye to principles of natural justice which is illegal and arbitrary. At the time of terminating services of Petitioner he was drawing wage of Rs.4412/- from head of 2<sup>nd</sup> Respondent under staff account vide account No.0692111029047 and salary paid through personal account of Petitioner vide Account No. 0692101027010 and Petitioner was also continuously worked more than 240 days i.e. from 21.9.2009 to 14.1.2012 without any break and further from the date of illegal oral termination the Petitioner remained unemployed and could not get any alternative employment. It is further submitted that after illegal termination Petitioner approached 2<sup>nd</sup> Respondent personally with a request to reinstate him into service expecting, that 2<sup>nd</sup> Respondent will consider request of Petitioner positively, on failure to reinstate service of Petitioner he got issued a legal notice on 3.9.2012 by RPAD to 1<sup>st</sup> and 2<sup>nd</sup> Respondent having received said legal notice there is no response from Respondents and there is clear vacant post with 2<sup>nd</sup> Respondent. It is submitted that the Petitioner has no other alternative except to approach Regional Labour Commissioner(Central), Hyderabad. Further, it is submitted that false and baseless allegation was made by Respondent/management stating that the complainant stopped attending to work after an attempt to commit fraud on the bank was reported and a complaint was also lodged before the police authority at Suryapet. There is no iota of truth on that allegation, that making such false and vague allegations against the Petitioner is illegal arbitrary and against the principles of natural justice. All the above allegations were made only to deny the reinstatement into service and the Petitioner reiterates that he worked with the Respondent/management continuously from 21.9.2009 to 14.1.2012 without any break. Therefore, it is prayed to direct Respondent No.1&2 to reinstate Petitioner as regular Sweeper cum Peon with

continuity of service, back wages with all consequential benefits by declaring action of termination dt 14.1.2012 by 2<sup>nd</sup> Respondent is illegal, arbitrary and against principles of natural justice.

3. **Respondent filed counter denying the averments of the Petitioner as under:**

The claim statement of Petitioner workman is suffered with many infirmities such as suppressio veri and suggestio falsi. The Petitioner not came before this Hon'ble Tribunal with clean hands but with motivated designs. The claim of the Petitioner is liable to be rejected either in law or in facts. At the outset it is submitted that all the contentions raised by the Petitioner are denied herewith unless it is specifically and expressly admitted hereunder. The Petitioner is put to strict proof of his contentions. It is submitted that however, before going to the merit of the contentions raised by the Petitioner the Respondent bank wish to bring certain vital points for better appreciation of matter. That the Respondent is a Nationalized Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having branches all over the country and a few places in Abroad and Suryapet Branch is one among them. Being the public financial institution any appointment in the bank is made based on the specific rules of recruitment. In the present dispute mere reading of claim petition would reveal that the Petitioner has never undergone any recruitment process of the bank and was never appointed in regular post of the bank, hence there cannot be said to be an employer and employee relationship exist between Petitioner and the Respondent Bank which is an essential parameter to raise any Industrial Dispute under ID Act, 1947. It is denied that the Petitioner was working as a sweeper cum peon from 21/09/2009 or in that capacity any time at Suryapet Branch of Respondent. In fact there was no such post in the bank nor has any such appointment letter has been issued to him. The Petitioner was engaged in exigencies for doing menial work on different dates intermittently. The Petitioner engagement used to come to an end each day of engagement. He has never continuously engaged for a period of 240 days in a calendar year at any time. Furthermore, he stopped attending the said work after an attempt to commit a fraud on the bank during 2012 which was reported against him. In this regard an intimation/complaint was made by the bank to the police authorities at Suryapet. The Petitioner had not approached the branch thereafter for ascertaining availability of work. It is also false to contend that the Respondent bank has taken him into service after verification of his certificates. The contention of the Petitioner is that he worked from 8.00 A.M. to 5.30 P.M. as and when he engaged in the work and sometimes upto 8 P.M. is not correct and totally false. The contention that his name was recommended for regularization of services to the Deputy General Manager of circle office is far from the truth and without any basis. The contention of the Petitioner is that his services were utilized by Sri V. Nagaiah, Branch Manager for his domestic or personal needs is not admitted, at the same time it is irrelevant to the present claim as it is not related to the bank. The allegation only seems to have been made for gaining misplaced sympathy. The allegation of the Petitioner is that the manager further insisted to wash utensils and to clean bathrooms, for which the

Petitioner avoided the same due to which the said Manager formed grudge against the Petitioner and terminated his services is far from the truth and the date is created for the purpose of filing the present petition before this Hon'ble Tribunal and there is no violation of principles of natural justice as alleged by the Petitioner. The contention of the Petitioner that he was paid salary through the staff account, after repeated requests to reinstate his services were rejected are not at all correct. As he was neither on the rolls of the bank nor an employee of the bank, payment of salary through staff account will not arise. He purportedly created to claim there is a relationship of employee and employer to show that he is an employee of the bank. In fact, his services were engaged as and when required and he was paid accordingly. Moreover, the Petitioner on his own had stopped coming to the branch to ascertain availability of any coolie work on daily basis. The contention of the Petitioner that in view of the alleged termination by the bank he was unemployed and could not get any alternative employment is not correct, since the Petitioner on his own stopped coming to the Branch for temporary ascertaining availability of any work/temporary engagement on day-to-day basis. Since the Petitioner was not terminated from the services as alleged by him, hence reinstatement of the Petitioner into the services and issuing reply notice for his legal notice Dt: 03/09/2012 to the bank does not arise. The service of the Petitioner is not permanent basis and it is day to-day basis as a coolie, hence the question of reply by bank is not required. The Petitioner came with a malafide intention to harass the Respondents without any reasons. The contention of the Petitioner is that the bank falsely pleaded before the Assistant Labour Commissioner., Hyderabad that the Petitioner was never engaged continuously for a period of 240 days in a calendar year any time and stopped coming to the branch on his own is not correct and totally baseless. It is submitted that the Petitioner himself stopped coming to the bank on his own, he has never engaged continuously for a period of 240 days in a calendar year at any point of time as alleged by the Petitioner. It is not correct to contend that the act of Respondent is violation of principles of natural justice. The authorities of the bank never sent any proposals to their higher authorities to regularize the services of Petitioner at any point of time as alleged in his claim petition. Further, it is submitted that the Petitioner is not a workman and the Respondent is an employer within the definition of I.D. Act in the present dispute. Since, the Assistant Labour Commissioner submitted failure report in the conciliation held by him, hence the said case now is referred to this Hon'ble Tribunal for adjudication. The Petitioner engaged only for doing cleaning work on intermittently and he was not an employee of the bank, hence terminating him from services of the bank does not arise and accordingly his plea is totally baseless and untenable. In the light of the above, it is submitted that since the Petitioner has approached this Hon'ble Tribunal without any justifiable grounds and there are no merits in the Petitioner's claim. Therefore, it is prayed to accept the contentions of the management and pass an award dismissing the claim filed by the Petitioner holding that the Petitioner is not entitled for any relief.

4. Petitioner workman in support of his claim statement has examined himself as witness WW1 and has also filed documents in evidence Ex. W1 to Ex.W12. On the other hand, Respondent has examined witness MW1 and no documents filed on behalf of the Respondent. Both the parties have filed their written arguments. It would be note worthy here that the original record of the case was lost from the custody of concerned UDC and disciplinary proceeding has been initiated against the delinquent UDC. Therefore, the record of this case has been reconstructed and admissible under Sec.65 of the Evidence Act.

**5. On the basis of pleadings and arguments advanced by both the parties following points emerge for determination in the present case:-**

- I Whether the action of Respondent management in terminating the services of Sri Sheikh Jani Pasha, Ex.Sweeper cum Peon is legal and justified?
- II. To what relief if any the Petitioner is entitled?

**Findings:-**

8. **Point No.I:** Petitioner claims that he was appointed as sweeper cum peon with the 2<sup>nd</sup> Respondent from 21.9.2009 as vacancy arose on compulsory retirement of earlier part time employee Smt. G. Laxmamma. Further, Petitioner submitted that he was transferred from time to time and the management has recommended his name for regularization in the service. Further, it is contended that Manager Sri Varda Nagaiah from the date of taking his charge, bore grudge against the Petitioner and orally terminated the Petitioner from service with effect from 14.1.2012 and he appointed another woman of his choice for the work. In support of averments made in claim petition, Petitioner has examined himself as WW1 and he states in chief statement affidavit:-

*"I was appointed as sweeper cum peon with Respondent No.2 from 21.9.2009, as vacancy was arose on compulsory retirement of earlier part time employee Smt. G. Laxmamma. At the time of my appointment as sweeper I completed 9th class. The then Manger of 2<sup>nd</sup> respondent verified certificates and then I was taken into service, however no order of appointment has been issued to me, since then I am working with respondent to utmost satisfaction of all officials in the bank. I entrusted to sweep and clean entire bank premises, furniture and to arrange drinking water to staff and customers and to clean ATM center attached to the Respondent No.2 bank premises. I was also entrusted to work in bank as peon and I used to work from 8:00AM to 5:30PM and sometimes I used to work in the office up to 8:00 PM as per the instructions of management.*

*While being so the then manager namely (Varadha Nagaiah) from date of taking his charge, he insisted to work at his residence in addition to working in bank during office hours, I obliged instructions and worked in house of said manager, I have entrusted to do all house hold work including washing clothes of manager's family, wife of said manager further insisted to wash utensils and to clean bathrooms, for which I avoided same, due to which said manager formed grudge against me and orally terminated of my service on 14-1-2012 and appointed another woman of his choice. Respondent No.2 neither issued notice nor paid notice pay, that the oral termination by Respondent No.2 is nothing but bidding farewell in an unceremonious way by giving a go bye to principles of Natural Justice which is illegal and arbitrary. At the time of terminating of my services he, was drawing wage of Rs.4412/- from head of Respondent No.2 under staff account vide account No.0692111029047 and salary paid through my personal account vide Account No. 0692 101027010 and I was also continuously worked more than 240. days i.e., from 21-9-2009 to 14-1-2012 without any break and further from the date of illegal oral termination I remained unemployed and could not get an alternative employment."*



9. Further, WW1 has also exhibited the documents in evidence. Ex.W1 and Ex.W2 are copies of letters dated 29.7.2010 and 7.1.2011 by 2<sup>nd</sup> Respondent seeking permission from DGM, circle office for engaging Petitioner. Ex.W3 is the letter dated 29.12.2011 to the DGM, Circle office. Ex.W4 is the notice issued by the Petitioner to R1 and R2. Ex.W5 is the acknowledgement of Ex.W4. Ex.W6 is the copy of transfer certificate. Ex.W7 is the caste certificate of the Petitioner. Ex.W8 is copy of bank statement of A/c No. 0692101027010. Ex.W9 is the staff account passbook of the Petitioner with statement of account number 0692111029047. Ex.W10 is the copy of staff account cheque book of Petitioner. Ex.W11 is copy of the employment exchange card. Ex.W12 is the copy of document issued by SHO, Suryapet Police Station dt.24.2.2018 stating that no FIR is registered or pending against the Petitioner.

10. WW1 was also cross examined by the Respondent Counsel and witness states:-

*"I got exhibit W1 from the Manager of the bank. It is not true to suggest that I am working on daily wage basis and taking wages from the Respondent bank. The Respondent bank credited my monthly salary to my account. No such entry regarding credit of my monthly salary is available in Exhibit W8. Exhibit W3 indicates that I am working under the Respondent's bank on adhoc basis. From Exhibit W8 it reveals that I was getting wages on weekly basis but the witness volunteers that he was getting monthly salary not on weekly basis. Ex. W8 also indicates that after receipt of the wages for the week it is transferred to my mother's account but we have a joint account and I have not transferred my salary to my mother's account. The contents of my chief evidence affidavit has been read and explained to me in Telugu language but there is no endorsement to that effect in my chief evidence affidavit. I mentioned that I was drawing wage of Rs.4412/- from the 2<sup>nd</sup> Respondent under the staff account. But the staff account under Ex.W9 does not disclose about such drawl of amount. I have been appointed as a sub-staff under the 2<sup>nd</sup> Respondent but no document to that effect is filed in this case."*

11. Thus, in the cross examination WW1 stood firm and corroborated his statement in chief. There is nothing elicited in the cross examination to discredit or disbelieve the testimony of WW1. However, WW1 in the cross examination at one place have stated that he has not filed any document in this case to show that he has worked for 240 days in a calendar year. But, it is settled law that the testimony of the witness cannot be read in isolation of rest of the statement of witness and the whole statement of witness in conjunction should be read in the evidence. Thus, on the basis of oral and documentary evidence it is established that the Petitioner had worked with the Respondent as a daily wager from 21.9.2009 to 14.1.2012 continuously and he has been paid daily wages into his account by the Respondent bank on weekly basis.

12. Petitioner submitted that Respondent has terminated his services in gross violation of provisions contained under section 25F of the I.D. Act, 1947. Before examining the plea raised by workman it would be apposite to have a look at the relevant provision contained under I.D. Act, 1947:-

**Section 25 F reads out as under:-**

**Section 25F:-**

*Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—*

*(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:*

*(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and*

*(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].*

*Compensation to workmen in case of transfer of undertakings.*

#### **Section 25B defines the term continuous service which provides:-**

*Definition of continuous service.- For the purposes of this Chapter,--*

*(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;*

*(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--*

*(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--*

*(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*

*(ii) two hundred and forty days, in any other case;*

Before, claiming the violation of provision of Section 25-F by Respondent, Petitioner has to show and prove condition precedent that he had been in continuous service of 240 days in a calendar year just preceding from the date of his termination. Petitioner has filed in documentary evidence, Ex. W9- his statement of Bank account for the period from 1.1.2008 to 20.9.2011. The statement of account Ex.W9 goes to show that the Respondent bank has weekly credited the wages amount in the Bank account of the Petitioner.

It is settled law that the burden of proof that the Petitioner had been engaged by the Respondent management and he had completed 240 days of continuous service in a twelve months of calendar year just preceding from date of his termination lies upon him. The decision of Hon'ble Supreme Court in the case of **Manager, R.B.I., Bangalore Vs. S. Mani & others AIR 2005 SC 2179** is relevant on this point. Therein Hon'ble Supreme Court have held:-

#### **"BURDEN OF PROOF:**

*The initial burden of proof was on the workmen to show that they had completed 240 days of service. The Tribunal did not consider the question from that angle. It held that the burden of proof was upon the Appellant on the premise that they have failed to prove their plea of abandonment of service stating:*

*"It is admitted case of the parties that all the 1st parties under the references CR No. 1/92 to 11/92 have been appointed by the 2nd party as ticca mazdoors. As per the 1st parties, they had worked continuously from April, 1980 to December, 1982. But the 2nd party had denied the above said claim of continuous service of the 1st parties on the ground that the 1st parties has not been appointed as regular workmen but they were working only as temporary part time workers as ticca mazdoor and their services were required whenever necessary arose that too on the leave vacancies of regular employees. But as strongly contended by the counsel for the 1st party, since the 2nd party had denied the above said claim of continuous period of service, it is for the 2nd party to prove through the records available with them as the relevant records could be available only with the 2nd party."*

*The Tribunal, therefore, accepted that the Appellant had denied the Respondents' claim as regard their continuous service.*

In Range Forest Officer Vs. S.T. Hadimani [(2002) 3 SCC 25], it was stated:

*"3In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside.*

[See also Essen Deinki Vs. Rajiv Kumar, (2002) 8 SCC 400] In Siri Niwas (supra), this Court held:

*"The provisions of the Indian Evidence Act per se are not applicable in an industrial adjudication. The general principles of it are, however applicable. It is also imperative for the Industrial Tribunal to see that the principles of natural justice are complied with. The burden of proof was on the respondent herein to show that he had worked for 240 days in preceding twelve months prior to his alleged retrenchment. In terms of Section 25-F of the Industrial Disputes Act, 1947, an order retrenching a workman would not be effective unless the conditions precedent therefor are satisfied. Section 25-F postulates the following conditions to be fulfilled by employer for effecting a valid retrenchment :*

- (i) one month's notice in writing indicating the reasons for retrenchment or wages in lieu thereof;*
- (ii) payment of compensation equivalent to fifteen days, average pay for every completed year of continuous service or any part thereof in excess of six months."*

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above the burden of proof lies upon the Petitioner to prove the fact that he had worked continuously with the Respondent management for 240 days in a calendar year just preceding from the date of his termination. In this process petitioner witness WW1 has testified in the chief statement affidavit that he was appointed as sweeper cum peon with respondent No.2 from 21.9.2009 as vacancy arose on compulsory retirement of earlier part time sweeper and he was taken into service by respondent but no order of appointment was issued to him. Further WW1 states that he was entrusted to work of sweeping and cleaning of Bank of premises, furniture and arrange drinking water to staff and customers. Further, WW1 deposed that he had worked in the respondent Bank from 21.9.2009 to 14.1.2012 continuously without break and he was paid his salary through his personal bank account No.0692111029047. Thus, WW1 has stated that he had worked for 240 days continuously in the service of respondent. Apart from his testimony petitioner has also filed photocopies of his bank account statement Ex.W9 which goes to show that the wages of petitioner was credited by the bank in the bank account of Petitioner periodically. The existence of document Ex.W9 has been admitted by respondent witness MW1. Thus, from the oral testimony of WW1 and Bank Account statement of Petitioner, it is undisputedly established that petitioner has worked as daily wages workman for 240 days continuously with respondent just preceding from date of his termination and further it is also established that before termination of services of petitioner, respondent did not issue any notice to Workman nor paid any compensation in compliance of provision contained under section 25 F of the I.D. Act, 1947. Thus, the termination of the petitioner from service by respondent with effect from 14.1.2012 is illegal and found in contravention of provision contained under section 25 F of the I.D.

Act, 1947 which provides condition precedent for termination/retrenchment of workman as discussed in preceding paras.

13. On the other hand, Respondent has contended that, in the present dispute mere reading of claim petition would reveal the petitioner has never undergone any recruitment process of the bank and was never appointed in regular post of the bank, hence there cannot be set to be an employer and employee relationship exist between Petitioner and the Respondent Bank which is an essential parameter to raise any Industrial Dispute under ID Act, 1947. It is denied that the petitioner was working as a sweeper cum peon from 21/09/2009 or in that capacity any time at our Suryapet Branch. In fact, there was no such post in our bank nor has any such appointment letter has been issued to him. The petitioner was engaged in exigencies for doing menial work on different dates intermittently. The petitioner engagement used to come to an end each day of engagement. He has never continuously engaged for a period of 240 days in a calendar year at any time. Further more, he stopped attending the said work after an attempt to commit a fraud on the bank during 2012 which was reported against him. In this regard an intimation/complaint was made by the bank to the police authorities at Suryapet. The petitioner had not approached the branch thereafter for ascertaining availability of work. It is also false to contend that the respondent bank has taken him into service after verification of his certificates. The contention of the petitioner is that he worked from 8-00 A.M. to 8.30 P.M. as and when he engaged in the work and sometimes upto 8.00 P.M. is not correct and totally false. The contention of the petitioner is that he was paid salary through the staff account, after repeated requests to reinstate his services were rejected are not at all correct. As he was neither on the roles of the bank nor an employee of the bank, payment of salary through staff account will not arise. This contention is purportedly created to claim there is a relationship of employee and employer that to his aim to show he is an employee of the bank. In fact, his services were engaged as and when required and he was paid accordingly. Moreover the petitioner on his own had stopped coming to the branch to ascertain availability of any coolie work on daily basis. The contention of the petitioner that in view of the alleged termination by the bank he was unemployed and could not get any alternative employment is not correct, since the petitioner on his own stopped coming to the Branch for temporary ascertaining availability of any work/temporary engagement on day-to-day basis.

14. Further, it is contended that Petitioner was not terminated from service as alleged by him hence reinstatement of the Petitioner into the services and issuing reply for his legal notice to the bank does not arise. Further, it is contended that the services of the Petitioner is not on permanent basis and it is day to day basis as a coolie, hence the question of reply by bank is not required. In support of his contention Respondent has examined MW1 who in his statement of affidavit has reiterated the contentions as made in the counter. Further, this witness MW1 was cross examined by the Petitioner counsel and in cross examination witness MW1 states:-

*"I do not know the exact period of working of the Petitioner but he worked as a daily wager. There is no record for daily wages workman. As and when the work is there we call him for work and paid the wages. I do not know the exact date of retirement of one Smt. Laxmamma who worked as a sweeper cum peon in our Suryapet branch. After retirement of Smt. Laxmamma we used to engage Petitioner as a daily wager. The work of Petitioner is to clean the bank premises. I know Sri Koteswar Rao, Reshma and Varadanagaiah who worked as managers in Suryapet branch. The Petitioner was paid his wages either through cash or personal account of the Petitioner. I do not know whether the Petitioner was having a staff account or not. The Petitioner was disengaged basing on a allegation of fraud. No copy of the police complaint was submitted in this Tribunal. Witness adds that after making complaint to the police the Petitioner not attended the work."*

Thus, from the above statement of the Respondent witness MW1 also, it is established that the Petitioner has worked as a daily wager in the Respondent bank and his wages were paid by bank either through cash or personal account of the Petitioner. Further witness MW1 states that he never worked in the Suryapet branch. Personally he is not aware of the facts of the case. Further, MW1 states that he knows that after retirement of Laxmamma, sweeper another person was engaged in her place on daily basis. He knows that in place of Laxmamma the Petitioner was engaged. Further, witness states that there are separate accounts for the employees of the bank. The bank will open separate accounts for its employees. Similar account has been opened for Petitioner also. Thus, MW1 in his cross examination has admitted that petitioner was engaged as a daily wage Workman in the Respondent bank and he was paid his wages by the bank into his bank account. Thus, testimony of MW1 extend the corroboration to the statement of petitioner that he had worked with Respondent bank from 21.9.2009 to 14.1.2012. Further, witness MW1 states,

*"I verified the amount has been transferred from the bank account to the Petitioner's account. Witness adds that on weekly basis. It is true that Ex.W9 is the account statement of the Petitioner and it is a staff account and wages were paid on weekly basis. It is not true to suggest that the payments were not continuous in staff account. It is not true to suggest that I am deposing without properly verifying the Ex.W9 though the wages were paid continuously. It is not true to suggest that the wages paid to the Petitioner continuously for the period from 21.9.2009 to 14.1.2012. Sometimes the bank has paid the wages to the personal account of the Petitioner on weekly basis. Ex. W8 is the statement of the personal bank account where wage was transferred by the bank to the Petitioner. Our bank will not maintain any attendance register for daily wage workers."*

Thus, from the above statement of the MW1 in cross examination it is established that the Petitioner had worked with the Respondent continuously for 240 days just preceding from the date of the termination i.e., 14.1.2012. Witness MW1 further states that he has not verified the daily wage record of the bank from 21.9.2009 to 14.1.2012. The witness adds that the said record will be available in the said branch. Further, MW1 states:-

*"It is not true to suggest that no records are available, intentionally, deliberately the same were not filed before this Tribunal because the Petitioner has worked continuously for the period from 21.9.2009 to 14.1.2012. Further, witness states that it is true and correct that Ex.W1 to W3 was the correspondence by the then Manager to the Dy. General Manager. It is presumed that Ex.W1 to W3 are correspondence by the then Manager because the satisfactory services and continuous work the Petitioner was recommended for regularization and engagement permanently. Out of three Managers who were mentioned above Sri Varadanagaiah and Reshma are alive and I do not know about the whereabouts of Sri Koteswar Rao. Further witness MW1 in cross examination states that it is not true to suggest that Petitioner is by all means eligible for reinstatement as attender cum sweeper as he is qualified and also worked for more than 240 days immediate before 14.1.2012. It is not true to suggest that the Petitioner was physically prevented from entering the premises of the bank to discharge his duties orally. Further witness states that it is true that Smt. Laxmamma was a continuous process of work which includes cleaning of premises of bank and at the ATM. "*

Thus, from the statement of the Respondent witness MW1 it is clearly established that the Petitioner had worked with the Respondent from 21.9.2009 to 14.1.2012 and also continuously for 240 days in a calendar year just preceding from the date of his termination. Respondent failed to produce any oral or documentary evidence to show that before termination of the Petitioner, one month notice was served to him as per provision contained under section 25 F of I.D. Act, 1947 or Petitioner was paid one month wages in lieu of one month notice or was paid any compensation as per provision contained u/s. 25F of Act, 1947. Thus, the action of Respondent in termination of the Petitioner from service without complying the provision of section 25 F is found in contravention of provision contained u/s. 25F of the I.D. Act, 1947, hence, illegal and unjustified.

Thus, Point No.I is decided in favour of the Petitioner and against Respondent.

15. **Point No.II:-** This point pertains to question of relief to be granted to Petitioner. In view of the finding given at Point No.I, it is established that Respondent has terminated services of Petitioner with effect from 14.1.2012 without complying the provision contained under section 25 F of the I.D. Act, 1947, therefore, the termination of the Petitioner from service is in contravention of the provision of Section 25F of the Act.

16. As far as the question of relief of reinstatement of the Petitioner into service of the Respondent is concerned, in this context, the reference of the decisions of Hon'ble Apex Court are relevant and same are discussed hereunder:-

In the case of **BSNL Vs. Bhurumal, Civil Appeal No.10957/2015** Hon'ble Apex Court have held:-

*"It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wager who does not hold a post and a permanent employee." Jagbir Singh has been applied very recently in Telegraph Deptt. V. Santosh Kumar Seal[12], wherein this Court stated: (SCC p.777, para 11) "In view of the aforesaid legal position and the fact that the workmen were engaged as daily wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice."*

*23. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

Further, the case of **Ashok Kumar Sharma Vs. Oberoi flight Services AIR 2010 SCC page 502** is relevant, wherein Hon'ble Supreme Court have held:-

8. In the case of *Sita Ram V. Moti Lal Nehru Farmers Training Institute*<sup>2</sup> this Court considered the matter thus:

*"21. The question, which, however, falls for our consideration is as to whether the Labour Court was justified in awarding reinstatement of the appellants in service."*

22. *Keeping in view the period during which the services were rendered by the respondent (sic appellants); the fact that the respondent had stopped its operation of bee farming, and the services of the appellants were terminated in December 1996, we are of the opinion that it is not a fit case where the appellants could have been directed to be reinstated in service.*

23. *Indisputably, the Industrial Court, exercises a discretionary jurisdiction, but such discretion is required to be exercised judiciously. Relevant factors therefor were required to be taken into consideration; the nature of appointment, the period of appointment, the availability of the job, etc. should weigh with the court for determination of such an issue.*

24. *This Court in a large number of decisions opined that payment of adequate amount of compensation in place of a direction to be reinstated in service in cases of this nature would subserve the ends of justice. (See Jaipur Development Authority v. Ramsahai [(2006) 11 SCC 684], M.P. Admn. v. Tribhuban [(2007) 9 SCC 748] and Uttaranchal Forest Development Corpn. v. M.C. Joshi [(2007) 9 SCC 353])*

25. *Having regard to the facts and circumstances of this case, we are of the opinion that payment of a sum of Rs. 1,00,000 to each of the appellants, would meet the ends of justice. This appeal is allowed to the aforementioned extent. In the facts and circumstances of this case, there shall be no order as to costs."*

9. *The afore-referred two decisions of this Court and few more decisions were considered by us in the case of Jagbir JT 2008 (3)SC622 Singh V. Haryana State Agriculture Marketing Board<sup>3</sup> albeit in the context of retrenchment of a daily wager in violation of section 25F of Industrial Disputes Act who had worked for more than 240 days in a year and we observed thus:*

*"7. It is true that earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention to the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice."*

In the case of Manager, R.B.I., Bangalore Vs. S. Mani & others AIR 2005 SC 2179 Hon'ble Supreme Court have held:—"In law, 240 days of continuous service by itself does not give rise to claim of permanency. Section 25F provides for grant of compensation if a workman is sought to be retrenched in violation of the conditions referred to therein. [See Maharashtra State Cooperative Cotton Growers' Marketing Federation Ltd.(supra). See also Madhyamik Siksha Parishad, U.P. Vs. Anil Kumar Mishra and others, etc., AIR 1994 SC 1638] In A. Umarani (supra), this Court held:

*"Regularisation, in our considered opinion, is not and cannot be the mode of recruitment by any "State" within the meaning of Article 12 of the Constitution of India or any body or authority governed by a Statutory Act or the Rules framed thereunder. It is also now well-settled that an appointment made in violation of the mandatory provisions of the Statute and in particular ignoring the minimum educational qualification and other essential qualification would be wholly illegal. Such illegality cannot be cured by taking recourse to regularisation. (See State of H.P. Vs. Suresh Kumar Verma and Another, (1996) 7 SCC 562)."*

Yet again, in Executive Engineer, ZP Engg. Divn. And Another Vs. Digambara Rao and Others [(2004) 8 SCC 262] this Court held:

*"It may not be out of place to mention that completion of 240 days of continuous service in a year may not by itself be a ground for directing an order of regularization. It is also not the case of the Respondents that they were appointed in accordance with the extant rules. No direction for regularization of their services was, therefore, could be issued."*

Thus, in view of the fore gone discussion, law laid down by the Hon'ble Apex Court as discussed above and in the facts and circumstances of the case, workman is not entitled to relief of reinstatement in the service. However, the Petitioner workman has worked as a daily wager for the period from 21.9.2009 to 14.1.2012 and he has not worked against any permanent post. Therefore, in the facts and circumstances of the case the award of compensation of a sum of Rs.2,00,000/- will be appropriate relief in this case.

17. As regard the plea of the Petitioner for absorption/regularisation in the service, in this case the reference of the dispute made by the Government of India vide letter dated 1.8. 2014 was sent to this Tribunal for adjournment about legality and justification of action of Respondent -Canara Bank, in terminating the service of Sri Sheikh Jani Pasha, Ex.Sweeper-cum-Peon vide order dated 14.1.2012. There is no reference of the dispute regarding regularization of the Petitioner in the service of the Respondent in the present matter. Therefore, plea of the Petitioner with regard to regularization is outside the scope of the reference in this matter, hence not maintainable.

Thus, Point No.II is decided accordingly.

### AWARD

The action of the management of Canara Bank, Suryapet branch of Nalgonda district, Andhra Pradesh in terminating the service of Sri Sheikh Jani Pasha, Ex.Sweeper-cum-Peon is not legal and justified. Therefore, the order dated 14.1.2012 passed by Respondent whereby terminating the services of the Petitioner is hereby set aside. Respondent is directed to pay compensation of Rs. 2,00,000/- (Rupees two lakhs) to the workman in lieu of reinstatement within two months from the date of receipt of this award. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 20th day of May, 2025.

IRFAN QAMAR, Presiding Officer

### Appendix of evidence

Witnesses examined for the  
Petitioner

WW1: Sri Shaik Jani Pasha

Witnesses examined for the  
Respondent

MW1: Nil

नई दिल्ली, 4 जून, 2025

**का.आ. 955.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारती इंफ्राटेल लिमिटेड, नई दिल्ली, भारती इंफ्राटेल लिमिटेड, गुडगांव, भारती इंफ्राटेल लिमिटेड, इंदौर (म.प्र.), प्रबंधन के संबद्ध नियोजकों और श्री मनोज पांडे, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या आईडी नंबर सीजीआईटी/एलसी/आर/08/2017, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल - 42025-07-2025-129-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2025

**S.O. 955.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. ID.No. CGIT/LC/R/08/2017**), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the



employers in relation to **Bharti Infratel Ltd., New Delhi, Bharti Infratel Ltd., Gurgaon, Bharti Infratel Ltd., Indore (M.P.), and Shri Manoj Pandey, Worker**, which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-42025-07-2025-129-IR (DU)]

DILIP KUMAR, Under Secy.

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

**NO. CGIT/LC/RC/08/2017**

**Present: P.K.Srivastava**

**H.J.S..(Retd)**

**Manoj Pandey**

S/o. Brij Mohan Lal Pandey,  
R/o. H. No. 242, Hari Nagar Colony  
Neel Bird, Post Sooraj Nagar  
Bhopal (M.P.)

**Workman**

**Vs**

1. Bharti Infratel Ltd.  
Through its Chairman  
Registered Office – Bharti Crescent 1  
Nelson Mandela Road, Vasant Kunj  
Phase-II New Delhi 110070
2. Chief Executive Officer  
Bharti Infratel Ltd.  
901, Park Central, 9<sup>th</sup> Floor  
Sector 30, Gurgaon-122001.
3. Circle Head (HR-MP-CG)  
Bharti Infratel Ltd., H-3, Metro Tower  
4<sup>th</sup> Floor, Scheme No. 54, Near Vijay  
Nagar Square, AB Road, Indore (M.P.)

**Management**

**JUDGMENT**

**(Passed on this 07<sup>th</sup> day of May-2025)**

**The Workman has filed petition** under Section 2(A) (2 & 3) of the **Industrial Disputes Act 1949 (in short the Act)**, against termination of his services by the Management with a case that, he had joined the Management as Cluster Incharge vide order dated 14.03.2011 and was posted at Janjgir Champa (C.G.). He was transferred to Narsinghpur vide order dated 05.05.2013. Worked there till 03.11.2014. He was transferred from Narsinghpur to Rewa and joined at Rewa. While working in Rewa, he applied for leave from 25.09.2015 to 11.10.2015 on the ground of pregnancy of his wife, which was duly sanctioned. This leave was further extended from 12.10.2015 to 15.11.2015 by management on his application. He was transferred by management Rewa to Dhar vide order dated 14.10.2015 while he was on leave. He further applied for expansion of his leave from 16.11.2015 to 09.12.2015, which was approved by management. Management issued a letter dated 09.12.2015 with allegation of unauthorized absence from 15.11.2015 and required the workman to explain his absence. The workman joined thereafter immediately but he was issued a letter dated 24.12.2015 stating that he has not submitted the explanation of letter of management dated 09.12.2015 and was further required to submit written explanation within 7 days. He submitted his explanation dated 29.12.2015 denying the allegation of unauthorized absence but the management terminated his services vide order

dated 23.03.2016 on the ground that they have lost confidence and trust upon him. According to the workman, this termination is stigmatic, passed without conducting inquiry, hence unjust, illegal and arbitrary and in violation of Section 25-F & 25-G of the Act. The workman has prayed that holding the termination of his services vide order dated 23.03.2016 and 28.03.2016 against law, he be held entitled to be reinstated with back wages and benefits.

**In its written statement to the petition**, the Management has taken a case that *firstly*, the petitioner is not a workman as defined u/s. 2(s) of the Act because he was appointed as a Cluster Incharge which was managerial in nature and was paid basic salary Rs. 11633/- p.m. with allowances totaling at Rs. 24219/-. Hence, he is not a workman as defined u/s. 2(s) of the Act. *secondly*, the service record of the workman was no satisfactory and his performance during the service was prejudicial to the interest of the employer. He had thus lost confidence of management and was terminated from service invoking Clause 4 of his service agreement.

The petitioner has filed his rejoinder in which he has mainly reiterated his case as taken by him the petition.

**In evidence**, the petitioner/applicant workman filed photocopy of his appointment offer, notice of management dated 09.12.2015, reply dated 29.12.2015, termination letter dated 23.03.2016 and 28.03.2016 all admitted by management and marked Exb. W/1 to W/5. Management has filed photocopy of offer of Appointment, Joining Check List, Parichay, Joining Report, Family Declaration Form regarding Benevolent Fund, Code of Conduct, Notice, Reply and Termination Order, all marked Exhibits. Neither the workman nor management has filed any affidavit as their examination in chief.

**I have heard argument of Learned Counsel for management** Mr. Jaydeep Bansal. None appeared for workman. I have gone through the record as well.

**The first argument of Learned Counsel for Management** is that the petitioner is not a Workman as defined under Section 2(s) of the Act and **secondly**, there is no illegality committed by Management in terminating services of petitioner in the light of his appointment contract.

**Form the perusal of the record in the light of aforesaid arguments, following issues arises for determination:**

1. **Whether the petitioner is workman as defined under Section 2(S) of the Act.**
2. **Whether the action of the Management in terminating services of the petitioner is stigmatic and is arbitrary.**

**Issue No. 1:-**

**Section 2(S) of the Act, which defines Workman, is being reproduced as follows:**

*2(s) “workman” means any person including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—*

*(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or*

*(ii) who is employed in the police service or as an officer or other employee of a prison; or*

*(iii) who is employed mainly in a managerial or administrative capacity; or*

(iv) *who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.....*

*Learned Counsel for Management has relied on judgment of Hon'ble High Court of Bombay in the case of Union Carbide (India) Ltd. V.s. Ramesh Kumbha and Others reported in MANU/MH/0073/1999 and another judgment of the same High Court in the case of Union Carbide (India) Ltd. V.s. D. Samuel and Others reported in MANU/MH/1713/1998. In these two cases, after analyzing the judgment of various High Courts and Hon'ble Supreme Court, the Single Bench of Hon'ble Bombay High Court has summarized the principles on the basis of which it is to be decided whether the Workman is in supervisory capacity or not. These tests mentioned in Para 34 and 35 of the Judgment are being reproduced as follows:*

**Para-34.** *In so far as the Apex Court is concerned, some of the tests laid down are:*

- (1) *Designation is not material but what is important is the nature of work.*
- (2) *Find out the dominant purpose of employment and not any additional duties the employee may be performing.*
- (3) *Can he bind the Company/employer to some kind of decisions on behalf of the Company/employer.*
- (4) *Has the employee power to direct or oversee the work of his subordinates.*
- (5) *Has the power to sanction leave or recommend it; and*
- (6) *Has he the power to appoint, terminate or take disciplinary action against workmen.*

**Para-35.** *From the judgment of this Court and the other High Courts some of the tests apart from what the Apex Court has stated are:*

- (a) *Whether the employee can examine the quality of work and whether such work is performed in satisfactory manner or not;*
- (b) *Does the employee have powers of assigning duties and distribution of work;*
- (c) *Can he indent material and distribute the same amongst the workmen;*
- (d) *Even though he has no authority to grant leave does he have power to recommend leave;*
- (e) *Are there persons working under him;*
- (f) *Has he the power to supervise the work of men and not merely machines;*
- (g) *Dos he mark the attendance of other employees;*
- (h) *Does he write the confidential reports of his subordinates.*

Now analyzing the evidence in the case in hand, on the basis of tests laid down in the aforesaid Judgment it comes out that the role and duties of the Applicant/Petitioner have been defined in his letter of Appointment. The **Clause 6.5** of the appointment letter specifically states the following

**“6.5** *Being appointed in managerial cadre you will work to ensure overall smooth and effective functioning of the department/ establishment/ office/ staff/ employees and will be responsible for the successful and timely completion of any job/work assigned to you. You would adhere to the norms of office discipline including working hours, systems and procedures.”*

There is no evidence on behalf of workman to show that he did not work in supervisory capacity or to show that he was working and discharging duties of workman as defined u/s. 2(s) of the Act. Hence, in absence of that evidence the management is held to have succeeded in establishing that the petitioner is not a workman as defined u/s. 2(s) of the Act.

Management has further referred to another judgment of Hon'ble Supreme Court in the case of **Lenin Kumar Rai Vs. M/s. Express Publications arising out of SLP No. (C) 5660/2023 and connected SLP (C) 12876/2024**, in which Hon'ble the Supreme Court has held that the determinative factor for workman covered under Section 2(s) of the Act is the principal duties and functions performed by an employee in the establishment and not merely the designation of his post, also that the onus to prove nature of employment rests on the person claiming to be a workman.

Hence, on the basis of above action the petitioner is held not to be a workman as defined under Section 2(s) of the Act.

Issue No. 1 is answered accordingly.

**Issue No. 2:-**

**Case of management is that**, since the work and conduct of the petitioner was not satisfactory, his services were terminated by management taking recourse to Clause 4 of his work agreement.

**Undisputedly**, the workman was first appointed in 2013 and was terminated in 2013 under Clause 3.1 & 3.2 of the service agreement (Exb. M/1) his probation for six months which could be extended. Since there is nothing on record to show that his probation was extended, it will be deemed that he had acquired permanent status.

Clause 4 is being reproduced as follows:-

**“ 4. Terminating :-**

4.1 *During the probation period, your services may be terminated by the management by giving fifteen day's written notice or basic salary in lieu thereof without assigning any reasons. Similarly you may resign from the service of the company by giving fifteen day's notice in writing or basic salary in lieu thereof. After your confirmation, the management may terminate your employment, by giving two month's written notice or basic salary in lieu thereof without assigning any reasons. Similarly you can leave service of the company by giving two month's notice in writing or basic salary in lieu thereof after your confirmation.*

4.2 *Your employment shall stand terminated forthwith on the happening of the following :*

- (i) *if you are held guilty of any offence involving moral turpitude ; or*
- (ii) *if you do not join within the stipulated date, unless extended in writing.*

4.3 *Upon termination of your employment, you (or your legal heirs as the case may be) shall immediately return to the company, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts there from), kits and other property belonging to the company that may be entrusted to and/ or placed in your possession by virtue of and/or during the course of your employment with the company. You (or your legal heirs as the case may be) shall also deliver to the company immediately all notes, analyses, summaries and working papers relating thereto.*

Since, termination of his services has been done on a date after expiry of probation period, his termination would be governed by Clause 4.2 above mentioned. As the two termination letters of the petitioner disclose, the reason for termination was that management had lost confidence in him. Reference of case **Deepti Prakash Banerjee Vs. S.N. Bose National Centre for Basic Science, reported in (1999) 3 SCC 60**, may be taken here. In this case the services of the employee were terminated on the ground of loss of confidence. Supreme Court held that this was not a termination simpliciter rather it was a stigmatic termination which could be done after an inquiry only. This principle has been followed by Hon'ble High Court of M.P. in the case of **Rahul Tripathi Vs. Rajiv Gandhi Shiksha Mission, reported in (2001) 3 MPLJ 616**.

Since, it is the case of management that the Petitioner was terminated from service because his work was not satisfactory, details mentioned in para 5 of the written statement, it was incumbent on management to conduct an inquiry into the lapses alleged and give an opportunity to the petitioner to have his side. Since, it was not done, the termination order is not justified in law.

Issue No. 2 answered accordingly.

**Since, the petitioner has been held not a workman as defined u/s. 2(s) of the Act, the petition is held not cognizable by this Tribunal and stands disposed accordingly.**

**No order as to cost.**

DATE:- 07/05/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 जून, 2025

**का.आ. 956.—** औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उप-अभियंता/अनुभागीय अधिकारी, आकाशवाणी, जबलपुर; मुख्य अभियंता, आकाशवाणी, नई दिल्ली प्रबंधन के संबद्ध नियोजकों और श्री रामचरित सेन, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या आईडी नंबर सीजीआईटी/एलसी/आर/83/2017, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.05.2025 को प्राप्त हुआ था।

[फा.सं. एल -42012/8/2006-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th June, 2025

**S.O. 956.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID.No. CGIT/LC/R/83/2017), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Sub-Engineer/ Sectional Officer, All India Radio, Jabalpur; Chief Engineer, All India Radio, New Delhi** and **Shri Ramcharit Sen, Worker**, which was received along with soft copy of the award by the Central Government on 30.05.2025.

[F.No. L-42012/8/2006-IR (DU)]

DILIP KUMAR, Under Secy.

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

**NO. CGIT/LC/R/83/2017**

**Present: P.K.Srivastava**

**H.J.S..(Retd)**

**Shri Ramcharit Sen  
S/o Shri Ramsakha Sen  
Through Shri Sanjay Singh,  
Flat No. 105,  
Kartik Apartment,  
Near Home Science Collage,  
Napier Town, Jabalpur.**

**Workman**

**Vs**

3. **Sub-Engineer/ Sectional Officer,  
All India Radio, Civil Construction  
Wing-C, Sub-Division Katanga,  
Narmada Road,  
Jabalpur.**
4. **Chief Engineer, All India Radio,  
Civil Construction Wing-C,  
P.T.I. Building,  
New Delhi.**

Management

## JUDGMENT

(Passed on this 09<sup>th</sup> day of May - 2025)

As per letter dated 22/05/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-42012/8/2006 (IR(DU)) dt. 22/05/2017. The dispute under reference relates to:

*“Whether the action of the Management of Sub- Engineer All India Radio Civil Construction Wing-C, Sub-Division Katanga, Jabalpur (M.P.) is terminating the services of Sh. Ramcharit Sen S/o Sh. Ramsakha Sen casual workman, w.e.f. 01.04.1989 is legal and justified? If not, what relief the said workman is entitled to?”*

**Case of the Workman is mainly that,** he was appointed on 01.01.1987 as a Peon on daily wages in the Office of the Assistant Engineer Civil at All India Radio, Jabalpur and worked continuously there till 01.04.1989 when his services were terminated without any notice or compensation which is unjust, illegal and arbitrary being in violation of Section 25F and 25G of the Act. He has prayed that holding the action of Management in terminating his services without notice or compensation vide order dated 01.04.1989. He be held entitled to be reinstated with back wages and benefits.

**Case of Management is mainly** that he was never appointed in any capacity by Management, hence there is no question of termination of his services also, that his claim is barred by delay and laches on his part.

**In evidence, the Workman, has filed** certified copy of reply of Management filed by them in W.P. No. 5844/2014, reply of Management before Labour Commissioner filed on 05.02.2005 and 10.01.2006, interim order of Hon'ble High Court dated 11.01.2017, Original Identity Card said to be issued by Management. Workman has filed his affidavit as his examination-in-chief; no cross-examination has been done by Management side.

**I have heard argument of Mr. Vinod Kumar Napit** Learned Counsel for Workman. None was present for argument from side of Management. Workman has filed written argument also. No written argument has been filed by Management. I have gone through the record as well.

**On perusal of record in the light of rival** arguments following issues arise for determination :-

1. *Whether the Workman has successfully proved his continuous engagement with Management for period from 01.01.1987 to 01.04.1989?*
2. *Whether the Workman is entitled to any relief?*

**Issue No. 1 :-**

Section 25B, 25F and 25G of the Act are being reproduced as follows:-

**25B. Definition of continuous service —**

*(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;*

*(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—*

- (a) *for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually*

*worked under the employer for not less than —*

*(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*

*(ii) two hundred and forty days, in any other case;*

*(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—*

*(i) ninety-five days, in the case of a workman employed below ground in a mine; and*

*(ii) one hundred and twenty days, in any other case.*

**25F. Conditions precedent to retrenchment of workmen. —**

*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—*

*(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*

*(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2 [for every completed year of continuous service] or any part thereof in excess of six months; and*

*(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].*

**25G. Procedure for retrenchment.—**

*Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.*

Now looking into the facts of the case in hand and evidence in the light of these provisions, it comes out that there is a uncross-examined affidavit of the Workman filed as his examination-in-chief which corroborates his case on the point that he was first appointed as Chaukidar on daily wages and worked till 01.04.1989 when his services were terminated without notice or compensation. This fact is further corroborated by his original card filed and proved by him. There is on record, reply of Management filed by them in the **W.P. No. 5844/2014**, the Writ Petition was filed by the Workman against his termination and refusal by the Central Government to refer the dispute to this Tribunal. In its written reply Paragraph 5 the Management has admitted that, though the Workman was engaged on daily basis but was not engaged nor did he worked continuously for 240 days in any year.

**The burden to proof the fact that**, he was engaged for 240 days in any year is on the Workman. There is on record his uncontroverted affidavit as well as the Written Reply of Management filed before Hon'ble High Court, details mentioned above; wherein they have admitted that the Workman was engaged by them as daily wager. In absence of any evidence to rebut this allegation, it is held that, the Workman has successfully proved his engagement for 240 days in a year within the period of 01.01.1987 to 01.04.1989.

**Since, this fact is uncontroverted that**, he was not given any notice or compensation in his disengagement held in violation of Section 25F and 25G of the Act.

**Issue No.1 is answered accordingly.**

**Issue No.2 :-**

**The undisputedly, the Workman was disengaged** in 1989, he first raised the dispute in 2014 as it appears from documents on record which are in form of his application before Labour Commissioner and before Hon'ble High Court writ petition No. mentioned above, directing the Government to refer the dispute to this Tribunal.

**Now he is no doubt crossed the age of his superannuation**, hence his reinstatement will not serve any purposes. Keeping in mind the largely delayed claim raised by the Workman though there is no limitation provided for this, and also the fact that, he was engaged not against any sanctioned vacancy following recruitment process and minimum compensation of 25,000/- in lieu of all his claims will meet the ends of justice in my view which he is held

entitled to get from Management within 30 days from the date of publication of Award, failing which interest @6% from date of publication of this Award.

#### **AWARD**

**Holding the action of the Management of Sub- Engineer All India Radio Civil Construction Wing-C, Sub-Division Katanga, Jabalpur (M.P.) is terminating the services of Sh. Ramcharit Sen S/o Sh. Ramsakha Sen casual workman, w.e.f. 01.04.1989 is unjust and illegal and he is entitled to minimum compensation of 25,000/- in lieu of all his claims from Management within 30 days from the date of publication of Award. Failing which interest @6% from date of publication of this Award.**

**No order as to cost.**

DATE:- 09/05/2025

P. K. SRIVASTAVA, Presiding Officer